



# UPDATED AGENDA

## OCONEE COUNTY COUNCIL MEETING

**March 19, 2019**

**6:00 PM**

Council Chambers, Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

### Call to Order

**Public Comment Session** *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

### Council Member Comments

### Moment of Silence

### Invocation by County Council Chaplain

### Pledge of Allegiance to the Flag of the United States of America

### Approval of Minutes

- February 27, 2019 Strategic Planning Retreat Minutes
- March 5, 2019 Regular Minutes
- March 8, 2019 Special Meeting Minutes

### Administrator Comments

### Presentation to Council

- Hwy 123 Corridor Update – Alta Planning & Design

### Public Hearings for the Following Ordinances

### Third Reading of the Following Ordinances

### Second Reading of the Following Ordinances

**Ordinance 2019-13** “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PLAN 4; THE GRANTING OF SPECIAL SOURCE CREDIT; THE CONVEYANCE OF CERTAIN REAL PROPERTY; THE INCLUSION OF PLAN 4 IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AND THE EXECUTION AND DELIVERY OF AN MCIP AGREEMENT AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES.”

### First Reading of the Following Ordinances

**Ordinance 2019-14** “AN ORDINANCE TO AMEND **ORDINANCE 2018-01** WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE DEBT SERVICE FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, IN CERTAIN LIMITED REGARDS; AND OTHER MATTERS RELATED THERETO.”

## **First & Final Reading for the Following Resolutions**

*Resolution 2019-05 will be addressed as part of the Transportation Committee Report*

### **Discussion Regarding Action Items**

**Council consideration of Foothills YMCA Sponsorship request for the Oconee campus of the YMCA in the amount of \$57,500 in stone, rock, and erosion control materials**

*[Request in Backup Materials]*

**Execution of contract and agreement with American Credit Financial Services [ACFS] for the Auditor, Treasurer, and Delinquent Tax Offices as stated in Vendor Services Agreement**

The mission of the Delinquent Tax Office is to fulfill its legal obligation to collect and protect the vital revenues of Oconee County, to listen and be responsive to its valued customers, and to create an environment which promotes efficiency and competence while delivering the highest quality service. The Delinquent Tax Office is charged with the responsibility of tracing, billing, and recovering delinquent taxes.

American Financial Credit Services, Inc., is an agency, duly licensed in the State of South Carolina which provides delinquent tax skip tracing, billing, and recovery services. The Oconee County Auditor, Delinquent Tax Collector, and Treasurer desire that Oconee County enters into the Vendor Service Agreement, in substantially the same form as attached, so that delinquent business and personal property tax accounts may be referred to the Agency. The Agency shall work these accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.

**Request Council approval for the commitment not to exceed \$300,000 in matching funds for the application of SC Rural Infrastructure Authority grant in the amount of \$500,000 for water and sewer infrastructure expansion in the Seneca Rail Park**

Oconee County and Oconee Economic Alliance (OEA) request the commitment of the balance of funding needed for the Seneca Rail Park waterline and sewer infrastructure project from the Economic

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Development Millage Fund, which was established solely for Economic Development investments within the County.

Oconee County owns the Seneca Rail Park, a 111-acre industrial park located along Shiloh Road. Although sewer and water lines run to the edge of the property, there is currently no water or sewer within the Park. The City of Seneca commissioned a master plan to get needed water and sewer in to the park. This plan included two phases; the estimated construction cost for phase 1 is \$763,650.00, which includes engineering, design, permitting, and construction of water and gravity sewer lines. Oconee County and Oconee Economic Alliance applied for the South Carolina Rural Infrastructure Authority FY19 Economic Infrastructure grant for \$500,000 to offset the cost of construction of this critical water and sewer infrastructure.

It is the staff’s recommendation that Council approve the commitment of matching funds, not to exceed \$300,000, toward the application to SC Rural Infrastructure Authority for water and sewer infrastructure expansion in the Seneca Rail Park.

**PRT Commission-Local ATAX Recommendations / Spring 2019 Cycle / \$83,500**

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

It is staff’s recommendation of Council approval of local ATAX recommendations per the attached spreadsheet.

**Discuss Sewer South Transfer**

**Board & Commission Appointments (IF ANY)** [Seats listed are all co-terminus seats]

- \*Building Codes Appeal Board**.....Districts I & III
- Arts & Historical Commission** [staggered terms].....2 At Large Seats
- \*Conservation Bank Board**.....District I

**\*No questionnaires on file for any of the seats listed above with exception to the Arts & Historical Commission**

**Council Committee Reports**

- Transportation / Mr. Hart.....[02/19/2019]
- Real Estate, Facilities, & Land Management / Mr. Davis.....[03/05/2019]
- Planning & Economic Development / Mr. Cain.....[03/05/2019]

Request Council approval for conditional acceptance of Savannah Drive (P-3050) into the rudimentary road program in accordance with Section 26-12 of the Code of Ordinances contingent on all required right-of-way being obtained per unanimous recommendation by the Transportation Committee on February 19, 2019.

**First & Final Reading for the Following Resolutions**

**Resolution 2019-05 “A RESOLUTION TO RECEIVE AND ACCEPT SAVANNAH**

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DRIVE, INCLUDING BRADY DRIVE AND AUSTIN DRIVE WHICH ARE EXTENSIONS OF SAVANNAH DRIVE, ALL BEING CONSIDERED ONE ROAD FOR PURPOSES OF THIS RESOLUTION (COLLECTIVELY “SAVANNAH DRIVE”) INTO THE OCONEE COUNTY RUDIMENTARY ROAD PROGRAM, PURSUANT TO SECTION 26-12 OF THE OCONEE COUNTY CODE OF ORDINANCES.”

**Unfinished Business** *[to include Vote and/or Action on matters brought up for discussion, if required]*  
*[None scheduled.]*

**New Business** *[may include items which may be scheduled for final action at a future meeting, if required]*  
*[None scheduled.]*

## **Executive Session**

*[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]*  
*For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:*

~~*[1] Discuss contractual matter related to transfer and operation of the “Sewer South” sewer system.*~~

*[2] Discussion regarding an Economic Development matter, Project Aztec.*

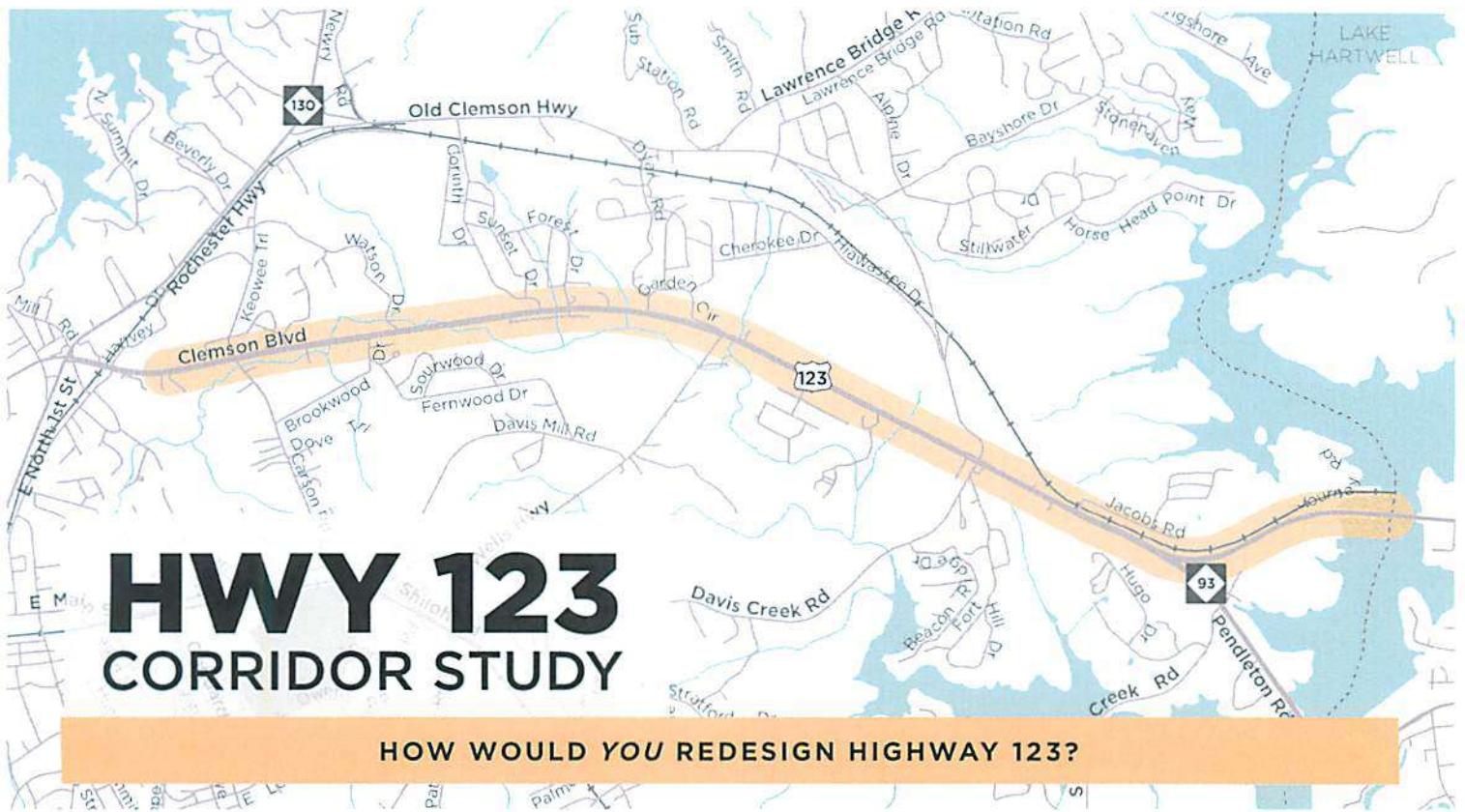
*[3] Discussion regarding an Economic Development matter, Project Plan 4.*

*[4] To receive legal advice and discuss personnel matters related to the following departments: The Rock Quarry, Auditor, Finance, Assessor, Information Technology, Finance, Human Resources, Sheriff’s Office, Airport, Treasurer, Facilities Maintenance, Roads and Bridges, Planning, Solid Waste, Registration & Elections, Procurement, and Administration.*

## **Adjourn**

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.  
ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.



# HWY 123 CORRIDOR STUDY

HOW WOULD YOU REDESIGN HIGHWAY 123?

**Join us for a participatory design workshop that lets you share ideas and be the designer for the Highway 123 corridor.**

Oconee County is holding this three-day workshop to build a community-driven vision for improvements along Highway 123. This workshop will focus on strategies to improve safety and mobility along Highway 123 between Seneca and Pickens County. The program will include several opportunities for community members to share their ideas for the corridor.

*Questions? Please contact Adam Chapman, Oconee County Planning Director, 1.864.364.5103, [achapman@oconeesc.com](mailto:achapman@oconeesc.com)*



Join us at one of these public events at 415 South Pine Street, Walhalla, SC

MARCH  
**18**

**Planning Commission Presentation**  
6:00 pm  
County Council Chambers

MARCH  
**19**

**Open Design Studio**  
10:00 am - 12:00 pm  
Conference Room  
**County Council Presentation**  
6:00 pm  
County Council Chambers

MARCH  
**20**

**Open Design Studio**  
10:00 am - 12:00 pm  
Conference Room  
**Design Pin-Up**  
4:00 PM - 6:00 pm  
Conference Room

**STATE OF SOUTH CAROLINA**  
**COUNTY OF OCONEE**  
**ORDINANCE 2019-13**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PLAN 4; THE GRANTING OF SPECIAL SOURCE CREDITS; THE CONVEYANCE OF CERTAIN REAL PROPERTY; THE INCLUSION OF PLAN 4 IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AND THE EXECUTION AND DELIVERY OF AN MCIP AGREEMENT; AND OTHER MATTERS RELATING THERETO, INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act (the "Fee Agreement"), with respect to any such project; and

WHEREAS, Project Plan 4, a company duly incorporated under the laws of the State of Minnesota (the "Company"), and known by the County as Project Plan 4, has requested the County to participate in adopting an Inducement Resolution and a Fee Agreement pursuant to the Act for the purpose of facilitating Project Plan 4 acquiring and expanding, by construction and purchase, certain land, a building or building improvements, and machinery, apparatus, and equipment, for the purpose of the development of a manufacturing facility (the "Project") in which the anticipated level of new taxable investment will be a minimum of Twenty-two Million Dollars (\$22,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5<sup>th</sup>) year following the year of

execution of the Fee Agreement; and

WHEREAS, the Company has requested that the County provide a special source credit of thirty percent (30%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of twenty (20) years (the "SSC") based upon the Company's agreement to invest in new, taxable property in the Project equaling or exceeding \$22,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment, which investment will be maintained for not less than ten (10) years, with not less than Fifteen Million Dollars (\$15,000,000) of that new investment being maintained for the remaining term of the Fee Agreement.

WHEREAS, the County has agreed that in consideration of the investment stated above and Ten and no/100ths Dollars (\$10.00), the County will grant, devise and transfer to the Company 23.3 acres of County-owned land more specifically shown in Exhibit A attached hereto and hereby incorporated herein by reference (the "Land"); and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously enacted an Inducement Resolution, adopted March 5, 2019, and by this Ordinance will authorize a Fee Agreement; and

WHEREAS, the County Council has determined to enter into and execute a Fee Agreement and a joint county industrial and business park (the "Park") agreement (the "MCIP Agreement") and does by this County Council Ordinance, authorize the Fee Agreement and the MCIP Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax and the SSC, and the MCIP Agreement between the County and Pickens County; and

WHEREAS, it appears that the instruments above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered by

the County for the purposes intended; and

WHEREAS, the Company will locate the Project within the existing Park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Project Park").

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the County agrees to provide an SSC of thirty percent (30%) of the Company's fee in lieu of tax liability for the Project in the Project Park for twenty (20) years provided the Company agrees to invest not less than Twenty-Two Million Dollars (\$22,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement, which new investment will be maintained for not less than ten (10) years, with not less than Fifteen Million Dollars (\$15,000,000) of the new investment being maintained for the remaining term of the Fee Agreement; and the County agrees to use its commercially reasonable efforts to place the Project property in the Project Park and hereby approves the execution and delivery of the MCIP Agreement for the Project in the Project Park.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Resolution are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development,



creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The County agrees to grant, devise and convey the Land to the Company for Ten and no/100ths Dollars (\$10.00) and the investment committed to herein, and such grant, devise, and conveyance is hereby specifically authorized. Should the Company fail to construct the Project's manufacturing building (approximate value \$10,500,000.00) on the Land, in a manner consistent with the Fee Agreement and any related purchase and sale or similar agreements related to the Land, also authorized hereby, the Company shall, upon County's request, reconvey the Land to County, or at Company's option, pay a sum equal to the fair market value of the Land prior to the construction or improvement of the Land by the Company.

Section 4. Pursuant to the authority of the Act, and subject to the terms herein and in the Fee Agreement, there is hereby authorized to be provided and shall be provided, the Special Source Credit of the County to the Company in the amount of Thirty percent (30%) of the Fee Payments from the Project in the Project Park pursuant to the MCIP Agreement, for Twenty (20) consecutive years, beginning with the Fee Payment due (without penalty) not later than January 15, 2021.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Special Source Credit provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Project Park.

Section 5. The form, terms and provisions of the Fee Agreement and the MCIP Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and the MCIP Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and the MCIP Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement and the MCIP Agreement to be delivered to the Company. The Fee Agreement and the MCIP Agreement are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and the MCIP Agreement now before this meeting.

Section 6. The County Administrator is hereby authorized and directed to do any and all things necessary to effect the delivery of the Fee Agreement and the MCIP Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and the MCIP Agreement and this Ordinance.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 8. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 9. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings with regard to the Project required by the Act and provide copies thereof to the County within thirty (30) days of making such filings.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2019

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Julian Davis, III, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Katie D. Smith, Clerk to County Council  
Oconee County, South Carolina

First Reading: March 5, 2019  
Second Reading: March 19, 2019  
Public Hearing:  
Third Reading:

**FEE AGREEMENT**

between

**OCONEE COUNTY, SOUTH CAROLINA**

and

**PROJECT PLAN 4**  
a Minnesota corporation

Dated as of April 1, 2019

**The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.**

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Oconee County, South Carolina

**FEE AGREEMENT**

**THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of April 1, 2019, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and PROJECT PLAN 4 (the "Company"), incorporated and existing under the laws of the State of Minnesota.**

**WITNESSETH:**

**Recitals.**

**The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.**

**Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper**

governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to the Ordinance executed by the County on April 2, 2019, the Company has agreed to acquire, expand and equip by construction, lease-purchase, lease or otherwise a manufacturing (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial new taxable investment of at least \$22,000,000 in the County within the Investment Period, which must be maintained, without regard to depreciation, for the first ten (10) years of the term of this Agreement, with not less than \$15,000,000 of that investment in Economic Development Property (hereinafter defined), without regard to depreciation, being maintained for the remainder of the term of the Fee Agreement, all being done in accordance with the Act.

Pursuant to an Ordinance adopted on April 2, 2019 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council, *inter alia*, authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its

general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

## ARTICLE I

### DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.



**“Authorized County Representative” shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).**

**"Chair" shall mean the Chair of the County Council of Oconee County, South Carolina**

**"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.**

**"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.**

**"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.**

**"Company" shall mean PROJECT PLAN 4, a company incorporated under the laws of the State of Minnesota and duly qualified to transact business in the State.**

**"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.**

**“County Administrator” shall mean the Administrator of Oconee County, South Carolina.**

**"County Council" shall mean the Oconee County Council, the governing body of the County.**

**"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a**

condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this Fee Agreement.

**"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.**

**"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County for the Project in the Park pursuant to Section 4.1 hereof.**

**"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.**

**"Investment Period" shall mean the period commencing January 1, 2019, and ending on December 31, 2024.**

**"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to the Fee Agreement not less than Twenty-two Million Dollars (\$22,000,000) in qualifying, new taxable investment in the Project by the end of the Investment Period, which must be maintained, without regard to depreciation for the first ten (10) years of the Term of this Agreement, and that \$15,000,000 of that investment (without regard to depreciation) shall be maintained for the remainder of the term of the Fee Agreement, all being made and maintained in accordance with the Act.**

**"Park" shall mean the industrial and business park created by the Park Agreement.**

**“Park Agreement” shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County dated \_\_\_\_\_, as amended from time to time.**

**“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.**

**“Phase Termination Date” shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2044 or December 31, 2049, if an additional extension of time in which to complete the Project is hereinafter granted in writing by the County pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.**

**“Project” shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.**

**"Real Property"** shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Fee Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

**"Removed Components"** shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

**"Replacement Property"** shall mean any property which is placed in service as a replacement pursuant to Section 4.4 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Special Source Revenue Credit” shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.19 hereof.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative

is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

**Section 2.2 Representations of the Company.** The Company hereby represents and warrants to the County as follows:

(a) The Company is duly incorporated and in good standing under the laws of the State of Minnesota, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the construction or expansion of a manufacturing facility and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has been a factor in inducing the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$22,000,000 in qualifying new taxable investment in eligible, Economic Development Property in the County within the Investment Period. The Company understands that the Company must invest not less than Twenty-two Million Dollars (\$22,000,000) in Economic Development Property subject to the fee in the Project by the end of the Investment Period, which investment will be maintained, without regard to depreciation, for not less than the first ten (10) years of the term of this Agreement, with not less than Fifteen Million Dollars (\$15,000,000) of that new investment, without regard to depreciation, being maintained for the remaining term of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Revenue Credit, as though the Minimum Investment requirements of the Act had not been met.

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.



**Section 3.2 Diligent Completion.** The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2024, or, if not less than \$22,000,000 has been invested in taxable Economic Development Property on or prior to December 31, 2024, then the County, in its sole discretion, may agree to an extension of the investment period hereof by resolution enacted by the County Council then in office. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

**Section 3.3 Filings**

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, including an extension of the Investment Period if granted, the Company shall provide the Oconee County Auditor with a list of all Economic Development Property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor, Treasurer, and Assessor copies of all annual filings made with the South Carolina Department of Revenue and Taxation with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the South Carolina Department of Revenue and Taxation within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue and Taxation, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and any other amounts due hereunder to the County.

#### ARTICLE IV

##### PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax ("FILOT") arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(e), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed

by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1:** Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2:** Apply a fixed assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3:** Multiply the taxable values, from Step 2, by the millage rate in effect for all taxing entities for the Project site on July 1, 2018, which the parties believe to be 221.9 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19<sup>th</sup>) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further; that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad

valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$22,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2024, at the Project in the Park by that date, then beginning with the next payment due, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the

County with respect to the Project through and including 2024 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2024. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation falls below \$22,000,000 during the first ten (10) years of the term of this Agreement, or below \$15,000,000, during the remainder of the term that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company for the duration of this Fee Agreement from that point forward shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at those respective points at which the investment in the Project, without regard to depreciation, falls below such \$22,000,000 or \$15,000,000, and the provisions of Section 2.2(e), hereof, shall apply.

**Section 4.3    Payments in Lieu of Taxes on Replacement Property.** If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and
- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the

payment that would be due if the property were not Economic Development Property.

**Section 4.4** **Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.** In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

**Section 4.5** **Place and Allocation of Payments in Lieu of Taxes.** The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

**Section 4.6** **Removal of Equipment.** Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to



Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

**Section 4.7    Damage or Destruction of Project.**

(a)    **Election to Terminate.** In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b)    **Election to Rebuild.** In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.2 and 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c)    **Election to Remove.** In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

**Section 4.8    Condemnation.**

(a)    **Complete Taking.** If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Real Property shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b)    **Partial Taking.** In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.9    Maintenance of Existence.** The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. **Provided,** however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

**Section 4.10 Indemnification Covenants.** The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the Indemnified Parties.

**Section 4.11 Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise

divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as “Confidential” or “Proprietary”, or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.13 Transfer of Real Property. As part of the County’s offer of incentives to induce the Company to locate in the County, by separate documents the County will grant, devise and convey the Real Property to the Company for Ten and no/100ths Dollars (\$10.00) and the investment committed to hereunder, and such grant, devise, and conveyance is hereby specifically authorized. Should the Company fail to construct the Project’s manufacturing building (approximate value \$10,500,000.00) on the Real Property, in a manner consistent with

this Fee Agreement and any related purchase and sale or similar agreements related to the Real Property, also authorized hereby, the Company shall, upon County's request, reconvey the Real Property to County, for the same Ten and no/100ths Dollars (\$10.00), or at Company's option, pay a sum equal to the fair market value of the Land prior to the construction or improvement of the Land by the Company. These real property transactions are hereby approved by County Council, through this Fee Agreement and the Fee Ordinance, without further legislative authorization by County Council required, subject to proper execution and delivery of the documents related to the real property transactions by the Chairman of County Council upon the advice of legal counsel to the County.

**Section 4.14 Events of Default.** In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.13 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

**Section 4.15 Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement or Special Source Revenue Credit or both; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

**Section 4.16 Remedies Not Exclusive.** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

**Section 4.17 Reimbursement of Legal Fees and Expenses.** The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or

incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

**Section 4.18 No Waiver.** No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

**Section 4.19 Special Source Revenue Credit.** The County agrees that the Company shall be entitled to a Special Source Revenue Credit, to be taken as a set-off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, in each of twenty (20) consecutive years of such FILOT payments, in an annual amount equal to Thirty percent (30%) of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds \$22,000,000 and continuing for the next nineteen (19) years thereafter, but not to exceed the actual cost of the Infrastructure including the payment made by the Company, totally or in any given year.

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements (“Qualified Improvements”) as defined in

Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements in which the Company has invested. Based on this certification, the Treasurer of the County shall display and subtract the Special Source Revenue Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Revenue Credit as set forth above. At no time shall the aggregate of Special Source Revenue Credit received by the Company exceed the certified amount of Qualified Improvements. Should the Company fail to maintain the levels of investment in Economic Development Property, without regard to depreciation as described in Section 4.2 hereof during the term of this Agreement, the Company shall lose the benefit of any Special Source Revenue Credit granted pursuant to this Section 4.18 from the point at which such failure occurs and going forward.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina  
415 South Pine Street  
Walhalla, South Carolina 29691  
Attention: County Administrator



AS TO THE COMPANY:

Project Plan 4

WITH A COPY TO:

J. Wesley Crum, III P.A.  
233 North Main St., Suite 200F  
Greenville, South Carolina 29601

**Section 5.2 Binding Effect.** This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 5.3 Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 5.4 Governing Law.** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

**Section 5.5 Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 5.6   Amendments.** The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

**Section 5.7   Further Assurance.** From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 5.8   Severability.** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom (but never at any greater direct cost to the County than as described herein), it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

**Section 5.9   Limited Obligation.** ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 5.10 Force Majeure.** To the extent recognized by the Act, and except for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chair and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
, Chair of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Katie D. Smith, Clerk to County Council  
Oconee County, South Carolina

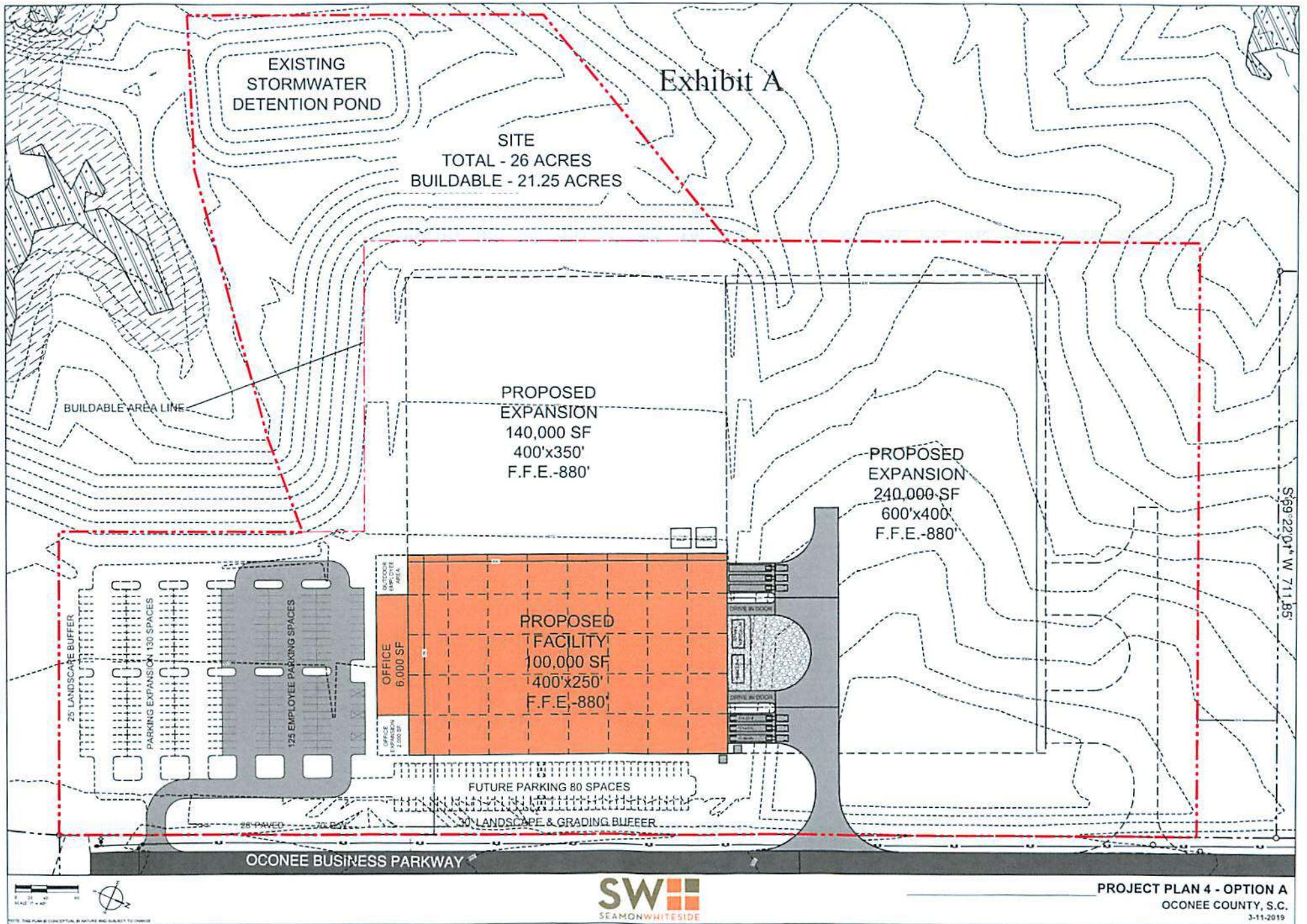
WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

**PROJECT PLAN 4**

**By:** \_\_\_\_\_

**EXHIBIT A**



STATE OF SOUTH CAROLINA )  
 COUNTY OF OCONEE )  
 )  
 COUNTY OF PICKENS )

AGREEMENT FOR DEVELOPMENT  
 FOR JOINT COUNTY INDUSTRIAL/BUSINESS  
 PARK (PROJECT PLAN 4)

THIS AGREEMENT for the development of a joint county industrial/business park to be located within Oconee County, South Carolina (“Oconee County”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Oconee County and Pickens County, South Carolina (“Pickens County”).

**RECITALS**

WHEREAS, Oconee County, South Carolina and Pickens County have determined that, in order to promote economic development and thus provide additional employment opportunities, there should be established in Oconee County, a Joint County Industrial and Business Park (Project Plan 4) (the “Park”); and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in lieu of taxes in an amount equal to that amount for which such owner or lessee would be liable except for such exemptions; and

WHEREAS, Oconee County has agreed to accept responsibility for the costs of infrastructure, maintenance, promotional costs, and other appropriate costs associated with the establishment and operation of the Park, to the extent, and only to the extent, not covered by private developers or owners of property in the Park;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D), of the Constitution of South Carolina (the “Constitution”) provides that counties may jointly develop an industrial and/or business park with other counties within the geographical boundaries of one or more of the member counties; provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (“Section 4-1-170”), satisfies the conditions imposed by Article VIII, Section 13(D), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.



**3. Location of the Park.**

(A) The Park shall consist of property located in Oconee County and is a part of the Oconee County Technology Park. Such property is hereinafter described in Exhibit "A". The boundaries of the Park may be enlarged or diminished and property may be included from time to time as authorized by ordinances of both Oconee County and Pickens County.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit "A" which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding the foregoing, for a period of five (5) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel or real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years commencing with the effective date hereof, except as provided in Section 10 below.

**4. Fee in Lieu of Taxes.** Property located in the Park shall be exempt from ad valorem taxation in accordance with Article VIII, Section 13(D) of the Constitution. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

**5. Allocation of Park Expenses.** Oconee County and Pickens County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

A.	Oconee County	100%
B.	Pickens County	0%

Notwithstanding the foregoing, nothing herein shall be construed to prevent Oconee County from requiring the owner of privately owned property within the Park to bear all such expenses.

6. **Allocation of Park Revenues.** Oconee County and Pickens County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

- |    |                |     |
|----|----------------|-----|
| A. | Oconee County  | 99% |
| B. | Pickens County | 1%  |

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Oconee County and to Pickens County according to the proportions established by Paragraph 6. Such revenue shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

8. **Fees in Lieu of Taxes Pursuant to Titles 4 and 12 of the Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County into any one or more agreements pursuant to Section 4-12-30, Section 4-29-67 or Section 12-44-30, Code of Laws of South Carolina, 1976, as amended, or any successor statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions within the Park and for the purpose of computing the index of taxpaying ability of the applicable school district(s) pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County shall be identical to the percentage established for the allocation of revenue to Oconee County pursuant to Paragraph 7.

10. **Non-qualifying Use.** Notwithstanding anything in paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Oconee County may unilaterally remove by ordinance, the Non-qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

11. **Tax Credits.** The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

12. **Payment of Fees.** Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. Payments shall be made by a business or industrial

enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

**13. Development of Park.** The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in this Agreement.

**14. Applicable Law.** In order to avoid any conflict of laws for ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises. Nothing herein shall be taken to supersede any state or federal law or regulation.

**15. Law Enforcement Jurisdiction.** The Oconee County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

**16. Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**17. Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party, unilaterally, until after December 31, 2040, but may be terminated, unilaterally, by either party thereafter.

[SIGNATURE PAGES FOLLOW]

WITNESS our hands and seals this 2nd day of April 2019

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Julian Davis, III, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Katie D. Smith, Clerk to County Council  
Oconee County, South Carolina

And this \_\_\_\_ day of \_\_\_\_\_ 2019.

**PICKENS COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Roy Costner, Chairman of County Council  
Pickens County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Megan Bradford, Clerk to County Council  
Pickens County, South Carolina

**EXHIBIT A  
LAND DESCRIPTION  
OCONEE COUNTY**

# Exhibit A

SITE  
TOTAL - 26 ACRES  
BUILDABLE - 21.25 ACRES

EXISTING  
STORMWATER  
DETENTION POND

PROPOSED  
EXPANSION  
140,000 SF  
400'x350'  
F.F.E.-880'

PROPOSED  
EXPANSION  
240,000-SF  
600'x400'  
F.F.E.-880'

PROPOSED  
FACILITY  
100,000 SF  
400'x250'  
F.F.E.-880'

OFFICE  
6,000 SF

25 LANDSCAPE BUFFER  
PARKING EXPANSION 130 SPACES  
125 EMPLOYEE PARKING SPACES

FUTURE PARKING 80 SPACES  
30' LANDSCAPE & GRADING BUFFER

OCONEE BUSINESS PARKWAY

S 69° 22' 01" W 711.85'



PROJECT PLAN 4 - OPTION A  
OCONEE COUNTY, S.C.  
3-11-2019



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2019-14**

**AN ORDINANCE TO AMEND ORDINANCE 2018-01 WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE DEBT SERVICE FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, IN CERTAIN LIMITED REGARDS; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Oconee County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council ("Council"), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2018 and ending June 30, 2019, through the adoption and enactment of Oconee County Ordinance 2018-01; and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2018-01 to reflect certain additional revenues and the expenditure of certain additional funds; and

WHEREAS, Council therefore desires to amend Ordinance 2018-01 to achieve the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Council in meeting duly assembled, that:

**SECTION I:** Ordinance 2018-01 is hereby amended and modified to:

- 1) Provide for an increase of \$340,000 to the Fire/Emergency Services Department expenditures for the Fire Truck appropriated for in the FY 2018 budget cycle that has not yet been purchased.
- 2) Provide for an increase of \$43,270 to the Fire/Emergency Services Department expenditures for the upfitting of Emergency Vehicles appropriated for in the FY 2018 budget that has not been expended.
- 3) Provide for an increase of \$180,000 to the County Airport Department Jet Fuel expenditure line due to increased activity.
- 4) Provide for an increase of \$180,000 to the Jet Fuel Revenue line due to increased activity.



- 5) Provide for an increase of \$100,000 in Salary Reimbursement Revenues for added Resource Officers.
- 6) Provide for an increase of \$30,000 in Miscellaneous Sheriff Revenues due to Securis – Commissions started in August 2018.
- 7) Provide for an increase of \$50,000 in Building Permits Revenue due to economy.
- 8) Provide for an increase of \$10,000 in Interest Investments Revenue due to interest rates.
- 9) Provide for an increase of \$80,000 in Tax Sale Overage Revenue that has not been budgeted in the past.
- 10) Provide for an increase of \$113,270 in Real Estate Tax Collections compared to prior year's collections.
- 11) Provide correct budgeting to report the Lease Proceeds for the Rock Quarry Mining Equipment.
- 12) Provide correct budgeting to report the Lease Principal and Bond Interest Payments for the Rock Quarry Mining Equipment.
- 13) Provide correct millage for the Debt Service Fund.

**SECTION II:** The 2018-2019 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:

---

**General Fund Revenues**

Jet Fuel	\$ 180,000
Salary Reimbursement Resource Officers	\$ 100,000
Miscellaneous Sheriff	\$ 30,000
Building Permits	\$ 50,000
Interest Investments	\$ 10,000
Tax Sale Overage	\$ 80,000
Real Estate Tax Collections	\$ 113,270

**General Fund Expenditures**

Airport - Jet Fuel	\$ 180,000
Fire/Emergency Services – Fire Truck	\$ 340,000
Fire/Emergency Services – Upfitting of Emergency Vehicles	\$ 43,270

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**Rock Quarry Enterprise Fund Revenues**

Lease Proceeds (move to Lease Payable Liability)	\$ 6,500,000
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**Rock Quarry Enterprise Fund Expenses**

Interest Payment	\$ 260,846
Plant Upgrade	\$ 7,500,000

**Rock Quarry Enterprise Fund Net Position**

Change in Net Position \$ 739,154

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**Debt Service Fund**

Ordinance Millage beginning 07/01/2018 3.5

Corrected Millage beginning 07/01/2018 3.0

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**SECTION III:** In the aggregate, the adopted fiscal year 2018-2019 budget, prior to these amendments stands at:

**General Fund**

Revenues: \$ 47,608,784  
Expenses: \$ 47,608,784

**Rock Quarry Enterprise Fund**

Revenues: \$ 12,255,500  
Expenses: \$ 12,634,732

**Debt Service Fund**

Millage 3.5

As amended hereby the new budget will be:

**General Fund**

Revenues: \$ 48,172,054  
Expenses: \$ 48,172,054

**Rock Quarry Enterprise Fund**

Revenues: \$ 5,016,346  
Expenses: \$ 5,016,346

**Debt Service Fund**

Millage 3.0

**SECTION IV:**

- 1) All other sections of Ordinance 2018-01 not modified, directly or by implication, shall remain in full force and effect.
- 2) Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable

- 3) All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.
- 4) This ordinance shall take effect and be in force immediately upon enactment.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

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Katie D. Smith  
Clerk to Oconee County Council

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Julian Davis, III  
Chair, Oconee County Council

First Reading: March 19<sup>th</sup>, 2019  
Second Reading: April 2<sup>nd</sup>, 2019  
Public Hearing: May 7<sup>th</sup>, 2019  
Third & Final Reading: May 7<sup>th</sup>, 2019

**Foothills Area YMCA  
621 N. Townville St  
Seneca SC 29678**

**Oconee County Council  
415 S. Pine St  
Walhalla, SC 29691**

**County Council Members:**

**The Foothills Area YMCA has finally embarked on its \$8.4M full facility on 15 acres near the campus of Oconee Memorial Hospital. We are thrilled to be able to offer recreational options for families, seniors and youth. Most notably, we will have child care, a 6-lane swimming pool, recreational field space and a place for our elementary school-age summer camp.**

**The Y is a unique and vital part of any community and can serve as part of business recruitment, health education, and a place for local residents to connect. We look forward to our partnership with Oconee County.**

**As with any project of this scope, certain materials are best sourced locally. Hogan Construction has provided a list of materials available at the quarry.**

**Stone**

<b>-Pad stone</b>	<b>+/- \$9000</b>
<b>-Parking Lot Stone</b>	<b>+/- \$25,000 (not SCDOT certified)</b>
<b>-Ready Mix Stone</b>	<b>+/- \$6500</b>
<b>-Storm/Grading</b>	<b>+/- \$10500</b>
<b>-Hogan Misc</b>	<b>+/- \$15000</b>
<b>-Erosion Control</b>	<b>+/- \$5000</b>

**If there are any additional questions, please contact me or Christle Ross, Foothills Area YMCA CEO at (803) 984 9206.**

**Sincerely,  
Greg Enders  
CVO (Chairman of the Board)  
Foothills Area YMCA  
864 710 4936**

# ADMINISTRATION - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC COUNCIL MEETING DATE: March 19, 2019

## ITEM TITLE:

**Title:** Execution of Vendor Service Agreement with American Credit Financial Services [ACFS] to assist the Auditor, Treasurer, and Delinquent Tax Offices

**Departments:** Auditor, Delinquent Tax, and Treasurer

**Amount:** N/A

## FINANCIAL IMPACT:

Agency fees will be added to the total balance on all delinquencies at time of placement and paid by taxpayer. County will not incur cost resulting from implementation of this agreement.

## BACKGROUND DESCRIPTION:

The mission of the Delinquent Tax Office is to fulfill its legal obligation to collect and protect the vital revenues of Oconee County, to listen and be responsive to its valued customers, and to create an environment which promotes efficiency and competence while delivering the highest quality service. The Delinquent Tax Office is charged with the responsibility of tracing, billing, and recovering delinquent taxes.

American Financial Credit Services, Inc., is an agency, duly licensed in the State of South Carolina which provides delinquent tax skip tracing, billing, and recovery services. The Oconee County Auditor, Delinquent Tax Collector, and Treasurer desire that Oconee County enters into the Vendor Service Agreement, in substantially the same form as attached, so that delinquent business and personal property tax accounts may be referred to the Agency. The Agency shall work these accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party.

## ATTACHMENT(S):

1. Vendor Service Agreement
2. Addendum A
3. Letters of Support from Oconee County Auditor, Delinquent Tax Collector and Treasurer

## STAFF RECOMMENDATION:


It is the staff's recommendation that Council approve the Vendor Service Agreement between Oconee County and American Financial Credit Services, Inc.

Submitted and Prepared By: 

Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



Oconee County  
Auditor  
Christy W. Hubbard

Christy W. Hubbard  
Auditor

Oconee County Tax Center  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-364-5074

Fax: 864-718-1015

E-mail:

[chubbard@oconeesc.com](mailto:chubbard@oconeesc.com)



Ms. Amanda Brock  
Oconee County Administrator  
415 S. Pine Street  
Walhalla, SC 29691

3-8-2019

RE: American Financial Credit Services, Inc.

Dear Ms. Brock,


After speaking with the American Financial Credit Services, Inc (AFC) representative I personally see this as nothing other than a win for Oconee County. Business Personal Property taxes are mailed in October along with all other real and personal taxes per SC Law. They are given the same time frame to pay before execution as real estate taxes are. AFC is a service that takes the execution off of our shoulders for zero cost to the county. They earn their fee by adding a percentage to the current amount due and that is collected from the BPP owner. Oconee County will provide AFC with data on a weekly basis for files that they need to collect on, and they will begin their work. Not only do they help us with collections, they also assist the BPP owners with filing the proper paperwork to the SC DOR and this service helps educate the taxpayer on what they need to do annually to not have a delinquent file.

I have spoken to other SC Counties that currently use AFC and they all rave about the service and support that they have received from AFC. AFC has the ability to take partial payments from the customers where we do not, and once the account is paid in full to AFC, they send us collected payments on a monthly basis. We always have access to our data via a web portal and can still easily assist taxpayers if they are in our office via the web.

Again, I think this will be a great benefit for Oconee County. The Delinquent Tax Office can focus more on collecting real estate and the tax sale if AFC does the collections on BPP past due accounts for us.

If you would like to sit down and further discuss AFC and the services they can offer Oconee County, please let me know.

Thank you.

  
Christy W. Hubbard  
Oconee County Auditor



## Oconee County Delinquent Tax

415 South Pine Street, Room 111 · P.O. Box 494 · Walhalla, SC 29691

864-638-4147 · 864-638-4146 (Fax) · [delinquenttaxinfo@oconeesc.com](mailto:delinquenttaxinfo@oconeesc.com)

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March 13, 2019

Oconee County Council  
Attn: Amanda Brock  
415 S. Pine Street  
Walhalla, SC 29691

Re: American Financial Credit Services, Inc.

Ms. Brock,

This letter is to inform you that I strongly agree to the utilization of American Financial Credit Services, Inc. I currently have \$1,950,000.00 business personal property taxes that are delinquent and approximately \$1,474,000.00 that will become delinquent on March 19, 2019.

The delinquent office is very limited to the amount of time we have to research these businesses. With this service we could clear up many accounts that are false revenue and collect more revenue on the valid accounts at *no* cost to the county.

Best Regards,

Harriett L. Thomas  
Oconee County Tax Collector



# Oconee County Treasurer's Office

Gregorie W. Nowell  
Treasurer

---

Post Office Box 429  
Walhalla, SC 29691

Telephone (864) 638-4162  
Facsimile (864) 718-1013  
gnowell@oconeesc.com

March 12, 2019

Ms. Amanda Brock  
Oconee County Administrator  
415 S. Pine Street  
Walhalla, SC 29691

RE: AFCS, American Financial Credit Services, Inc.

Dear Ms. Brock,

The Treasurer's Office agrees with Oconee County Auditor and Delinquent Tax Collector in regards to the services of AFCS benefiting the County.

This would allow Treasurer's Office Clerks more time to process current payments. Mr. Nowell contacted the Anderson County Treasurer's Office and was told the service works great and highly recommends it for Oconee.

Thanks,

Constance F. Bellotte  
Chief Deputy Treasurer  
Oconee County



## **VENDOR SERVICE AGREEMENT**

This Vendor Service Agreement ("Agreement") by and between **Oconee County ("Client") at 415 S. Pine St., Walhalla, SC 29691** and **American Financial Credit Services, Inc. ("Agency") at 10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290** (hereinafter referred to as "Client" and "Agency", respectively).

### **WITNESSETH THAT:**

WHEREAS, Agency, duly licensed in the state of South Carolina and provides delinquent tax skip tracing, billing and recovery services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to skip trace, bill and recover. Agency shall work those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.
2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred via a medium agreed upon by the parties:
  - A. All necessary biographical and billing information in its possession.
  - B. Accurate balance due information.
  - C. Any other pertinent information or documents upon which the parties shall agree in writing.
3. Agency shall not act as a representative on behalf of the Client to initiate any legal proceedings against a taxpayer, including but not limited to executing the seizure and sale of taxpayer assets, garnishing taxpayer wages or freezing taxpayer bank accounts in order to recover any delinquent taxes.
4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client's Designee in writing.
5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to taxpayer accounts.
6. Monies received by Agency for a taxpayer billing creating a credit will be refunded within ten (10) working days by the Agency to the taxpayer. All credit balances and subsequent debit adjustments due to refund will appear on the affected taxpayer account.
7. Client will not be billed for costs advanced by Agency toward the skip tracing and billing of any account placed with Agency.

8. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the fees allowed under this Agreement (see Addendum A) for all payments on Agency fees received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.
  9. Agency agrees to provide to the Client, or his designee, by the tenth (10<sup>th</sup>) business day of each month an accounting for the previous month's activities, including a breakdown of receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.
  10. Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.
  11. All money recovered on a referred account shall be applied in the following order:
    - A. Towards satisfaction of principal; and then
    - B. Agency fees.
- Note: If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal to Client in an attempt to avoid paying Agency fees: a portion of the taxpayer payment equivalent to the fee percentage will be applied to the fee. If a payment arrangement is established the portion of the taxpayer payment applied to the fee is used to cover the cost associated with monitoring the arrangement. Agency will continue collections on any remaining balances due until the account is paid in full.*
12. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or designee, for appropriate resolution.
  13. Unless otherwise notified in writing, Client designates the **Oconee County Treasurer and/or Oconee County Tax Collector** as the County's contact and/or designee to discuss any account referred by Client.
  14. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.

15. **Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.**
16. **In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease activity on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include taxpayers name, client reference number, updated balance due and most recent status code.**
17. **During the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.**
18. **Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any taxpayer's records or information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of taxpayer information by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.**
19. **Agency shall protect, defend, indemnify and hold harmless the Client from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the Agency and its directors, officers, employees, agents, designees, and/or subcontractors.**
20. **Agency represents and warrants that:**
  - A. **Agency is a corporation and duly organized in Indiana and authorized to do business in South Carolina, validly existing, and in good standing under the laws of the State of Indiana and South Carolina;**
  - B. **Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and**
  - C. **This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the consent, approval, or authorization of any other person, public authority, or other entity.**

21. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.
22. The Agreement construed in accordance with the laws of the State of South Carolina and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

**American Financial Credit Services, Inc.**

By:



\_\_\_\_\_  
Noel Williams, Director

Dated this 20<sup>th</sup> day of February / 2019  
*Month Year*

**Oconee County, South Carolina**

By:

\_\_\_\_\_  
Amanda Brock, County Administrator (Interim)

Dated this \_\_\_\_ day of \_\_\_\_\_ / \_\_\_\_\_  
*Month Year*

**ADDENDUM A  
SERVICES AND OBLIGATIONS**

**Client agrees to utilize the Vendor Service Agreement.**

**Agency Fees for Skip Tracing, Billing and Recovery Services:**

**Delinquent Personal Property Tax Placements**

**20% added to total balance on all delinquencies at time of placement and paid by taxpayer. Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a “net remittance” method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency’s monthly statement.**

# ADMINISTRATION - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC COUNCIL MEETING DATE: March 19, 2019

## ITEM TITLE:

**Title:** Request for Council's approval to commit matching funds, not to exceed \$300,000, toward the application to SC Rural Infrastructure Authority for water and sewer infrastructure expansion in the Seneca Rail Park. SCRIA grant application submitted for \$500,000.

**Department:** Oconee Economic Alliance

**Amount:** Not to Exceed \$300,000

## FINANCIAL IMPACT:

Oconee County and Oconee Economic Alliance (OEA) request the commitment of the balance of funding needed for the Seneca Rail Park waterline and sewer infrastructure project from the Economic Development Millage Fund, which was established solely for Economic Development investments within the County.

## BACKGROUND DESCRIPTION:

Oconee County owns the Seneca Rail Park, a 111-acre industrial park located along Shiloh Road. Although sewer and water lines run to the edge of the property, there is currently no water or sewer within the Park. The City of Seneca commissioned a master plan to get needed water and sewer in to the park. This plan included two phases; the estimated construction cost for phase 1 is \$763,650.00, which includes engineering, design, permitting, and construction of water and gravity sewer lines. Oconee County and Oconee Economic Alliance applied for the South Carolina Rural Infrastructure Authority FY19 Economic Infrastructure grant for \$500,000 to offset the cost of construction of this critical water and sewer infrastructure.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The completion of the Seneca Rail Site Waterline and Sewer Project is crucial for the recruitment of future economic development projects considering locating in the park.

## ATTACHMENT(S):

1. SCRIA Grant Application
2. Project Budget
3. Letters of Support BorgWarner and Johnson Control
4. Sustainability Letter – City of Seneca

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the commitment of matching funds, not to exceed \$300,000, toward the application to SC Rural Infrastructure Authority for water and sewer infrastructure expansion in the Seneca Rail Park.

Submitted or Prepared By:  Approved for Submittal to Council:   
Janet Hartman, Oconee Economic Alliance Executive Director Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

<b>Grant Applicant:</b> Oconee County, SC	<b>Date Submitted:</b> 3/8/2019
<b>Project Title:</b> Seneca Rail Site – Waterline and Sewer Project	

**Grant Application**

**APPLICATION CHECKLIST**

**Application: See Application Instructions**

- Application Forms and Certification   
*(Certification must have original signature from Chief Elected/Administrative Official)*
- Narrative

**Attachments (assembled in the following order):**

1. Preliminary Engineering Cost Estimate
2. Maps:
  - Project Location and Service Area Map
  - Existing Infrastructure
  - Proposed Improvements
3. Program Documentation:
  - Basic Infrastructure
    - DHEC Sanitary Survey – For all Water Projects
    - DHEC Compliance Evaluation Inspection – For all Sewer Projects
    - Notice of Violation or Consent Order
    - Corrective Action Plan
    - Other "Need" Documentation
    - Capital Improvement Plan/Budget
    - Residential Customer User Rates
  - Economic Infrastructure (attach as appropriate)
    - Economic Development/Jobs*
      - Jobs & Capital Investment Commitment
      - Company Schedule for the Project
      - Planned or Approved Incentives
    - Product Development*
      - Industrial Site/Park Public Ownership Documentation
      - Site Certification Status
      - Non-Certified Sites – attach utility capacity and location
      - Industrial Site/Park Layout Drawing
    - System Capacity*
      - DHEC Sanitary Survey – For all Water Projects
      - DHEC Compliance Evaluation Inspection – For all Sewer Projects
4. Funding and Other Commitments
  - Local Funds - Required
  - Other Funds
  - New Customers (70% documented commitment to connect)
  - Property ownership certification (Easements/ROW/Real Property)

*Submit original and 4 copies of the application and attachments to the South Carolina Rural Infrastructure Authority.  
Applications must be received by 5:00 pm on the due date. No postmarks will be accepted.*



Applicant Information				
Applicant Name:	Oconee County, SC			
Mailing Address:	415 S. Pine Street			
City, State and Zip:	Walhalla, SC 29691			
State Legislative Districts:	Senate: 01	House: 01		
Applicant Type:	<input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Local Government applying to assist a not-for-profit water/sewer company Name: _____ <input type="checkbox"/> Special Purpose District <input type="checkbox"/> Public Works Commission <input type="checkbox"/> Joint Municipal System			
Project Summary				
Project Title:	Seneca Rail Site – Waterline and Sewer Project			
Project Summary: <i>(Limit to 2/3 sentences)</i>	This project consists of approximately 750 LF of 12-inch waterline and 2,850 LF of 10-inch gravity sewer to provide adequate water and sewer service to the Seneca Rail Park. Also included is a 208 LF encased bore under a Norfolk Southern Railroad and Shiloh Road.			
Project Location:	Oconee County, SC			
County Development Status/Census Tract(s):	<input checked="" type="checkbox"/> Tier I or II County <input type="checkbox"/> Tier III or IV County	Project Census Tract(s): 307.01		
Funding Request		Grant Category	Type of Project	
RIA Funds Requested:	\$500,000	<input type="checkbox"/> Basic Infrastructure  <input checked="" type="checkbox"/> Economic Infrastructure	<input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Stormwater Drainage <input type="checkbox"/> Other (Describe):	
Other State Funds:	\$			
Federal Funds:	\$			
Local Funds:	\$263,650			
Total Project Funding:	\$763,650			
Contact Information		Name/Title	Phone	Email Address
Chief Elected or Administrative Official:		Amanda Brock	864-638-4245	<a href="mailto:abrock@oconeesc.com">abrock@oconeesc.com</a>
Local Project Contact:		Janet Hartman, Oconee Economic Alliance, Executive Director	864-364-5556	<a href="mailto:jhartman@oconeesc.com">jhartman@oconeesc.com</a>
Local Financial Contact:		Ladale Price	864-364-5188	<a href="mailto:lprice@oconeesc.com">lprice@oconeesc.com</a>
Engineer/Consultant:		Tyler Morgan, Project Manager, Goodwin Mills Caywood,	864-272-0743	<a href="mailto:tyler.morgan@gmcnetwork.com">tyler.morgan@gmcnetwork.com</a>

Project Budget				
Activity	RIA Funds	Other Funds	Identify Source	Total
<b>Construction</b>				
12-in Waterline, Valves & Fittings	\$80,750	\$3,050	Local	\$83,800
Fire Hydrant Assembly	\$0	\$5,000	Local	\$5,000
Encased Bore	\$0	\$62,400	Local	\$62,400
Connection to Water System	\$0	\$5,000	Local	\$5,000
10-in Sewer	\$356,250	\$0		\$356,250
4' Dia. Manholes	\$63,000	\$0		\$63,000
Pavement patch	\$0	\$3,000	Local	\$3,000
Connect to Existing Sewer	\$0	10,000	Local	\$10,000
Mobilization	\$0	18,800	Local	\$18,800
Clearing & Grubbing	\$0	20,000	Local	\$20,000
Grassing & EC	\$0	\$15,000	Local	\$15,000
<b>Construction Total</b>	<b>\$ 500,000.00</b>	<b>\$ 142,250.00</b>		<b>\$642,250</b>
<b>Percent of RIA &amp; Other Funding</b>	<b>77.9%</b>	<b>22.1%*</b>		<b>100</b>

\*Percent of Other Funding: Applicants in Tier I and II Counties are required to provide at least 25% of the total construction costs.

Activity	RIA Funds	Other Funds	Identify Source	Total
<b>Non-Construction</b>				
Engineering		\$96,400	Local	\$96,400
Permits		\$25,000	Local	\$25,000
Land Acquisition		\$		\$
Legal or Administrative		\$		\$
Other:		\$		\$
Other:		\$		\$
<b>Non-Construction Total</b>		<b>\$121,400</b>		<b>\$121,400</b>

<b>Total Project Funding**</b> <i>Construction + Non-Construction</i>	\$500,000.00	\$263,650.00		\$763,650.00
<b>Percent of RIA &amp; Other Funding</b>	<b>65.5%</b>	<b>34.5%</b>		<b>100</b>

**\*\*Total Project Funding should match Total Project Funding on Page 2 of this application.**

Note regarding the Application Budget form: The form automatically calculates the totals and percentages as you enter figures on this page. However, if you make changes to any of the figures after the initial entry you must do the following in order for the form to update the calculations: (1) highlight the entire table and (2) Press F9.

Project Benefit	Residential	Business
Total Customers (existing and new) to be Served by Project	0	1 (additional in future)
Number of New Customers to be Served by Project	0	1 (additional in future)
Number of New Customers Committed to Connect (minimum of 70% of all new customers)	0	1
Number of Jobs (Economic Development/Jobs Project)	New: 0	Existing:
New Capital Investment (Economic Development/Jobs Project)	\$	

Project Schedule & Readiness			
Ready to Go Status	Completed or Planned Completion	Permits	Obtained
Preliminary Engineering Report	Date: <u>9/1/2018</u>	DHEC	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> NA
Final Design	Date: <u>7/15/19</u>	DOT	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> NA
Acquisition	Date: <u>N/A</u>	Railroad (in review)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA
Permits	Date: <u>7/15/19</u>	Wetlands	<input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NA
Construction Bid Opening	Date: <u>9/15/19</u>	Other: _____	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA
Construction Start	Date: <u>10/30/19</u>		
Construction Completion	Date: <u>2/30/20</u>		
Are multiple contracts planned?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		

Property Acquisition	Completed or Planned Completion	Quantity
<input checked="" type="checkbox"/> Easements/ROW	Date: <u>4/25/2012</u>	Est. Quantity _____
<input checked="" type="checkbox"/> Real Property	Date: <u>4/25/2012</u>	Est. Quantity <u>111ac</u>
<i>Attach certification of public ownership for all real property, easements or ROW already acquired for this project.</i>		

**Certification**

As the Chief Executive Official for the applicant, I certify that the information submitted in this request and the attachments are complete and correct and that the applicant has authorized the submission of this grant application for SC Rural Infrastructure Authority funding to assist in carrying out the project described herein. I concur with the commitments implied and contained in this application and agree to abide by the program requirements as well as any future grant assessments. The applicant certifies that it has complied with state law with respect to the submission and contents of this application and has disclosed any conflicts of interest with regard to the project.

<u>Amanda F Brock</u>	<u>Interim Administrator</u>
Name of Chief Executive Official (Elected or Administrative)	Title
<u>Amanda F Brock</u>	<u>3.8.2019</u>
Signature	Date



ENGINEERS OPINION OF PROBABLE COSTS

SENECA RAIL SITE GRAVITY SEWER & WATERLINE  
FOR SENECA LIGHT & WATER  
SENECA, SOUTH CAROLINA  
October 3, 2018

**PHASE 1 WATERLINE & GRAVITY SEWER**

Item	Qty	Unit	Description	Unit Price	Total Price
<b>Waterline</b>					
1	750	LF	12" Ductile Iron Watermain & Fittings	\$ 85	\$ 63,800
2	1	EA	Fire Hydrant Assembly on 12" waterline	\$ 5,000	\$ 5,000
3	5	EA	12" Gate Valve	\$ 4,000	\$ 20,000
4	208	LF	20" Steel Cased Bore	\$ 300	\$ 62,400
5	1	EA	Connect to Existing Water System	\$ 5,000	\$ 5,000
<b>Gravity Sewer</b>					
6	2,850	LF	10" Ductile Iron Gravity Sewer	\$ 125	\$ 356,250
7	14	EA	48" Diameter Concrete Manholes	\$ 4,500	\$ 63,000
8	30	LF	Pavement Patch	\$ 100	\$ 3,000
9	1	EA	Connect to Existing Sewer	\$ 10,000	\$ 10,000
<b>General</b>					
10	1	LS	Mobilization	\$ 18,800	\$ 18,800
11	1	LS	Clearing & Grubbing	\$ 20,000	\$ 20,000
12	1	LS	Cleanup, Grassing and Landscaping	\$ 15,000	\$ 15,000
<b>Construction Phase I Sub-total</b>					<b>\$ 642,250</b>
Construction Contingency (20%)					\$ 128,500
Engineering Design					\$ 96,400
Permitting					\$ 25,000
<b>Phase I Total</b>					<b>\$ 892,150</b>

**PHASE II WATERLINE**

Item	Qty	Unit	Description	Unit Price	Total Price
1	1,450	LF	12" Ductile Iron Watermain & Fittings	\$ 85	\$ 123,300
2	1	EA	Fire Hydrant Assembly on 12" waterline	\$ 5,000	\$ 5,000
3	4	EA	12" Gate Valve	\$ 4,000	\$ 16,000
4	2	EA	Air Release Valve	\$ 4,200	\$ 8,400
5	2	EA	Connect to Existing Water System	\$ 5,000	\$ 10,000
<b>Construction Phase II Sub-total</b>					<b>\$ 162,700</b>
Construction Contingency (20%)					\$ 32,600
Engineering Design					\$ 8,200
Permitting					\$ 1,000
<b>Phase II Total</b>					<b>\$ 204,500</b>
<b>Grand Total</b>					<b>\$ 1,096,650</b>

# TECHNICAL MEMORANDUM

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For Seneca Rail Park

Planning Study

Prepared for:  
Seneca Light and Water



Prepared By:

# GMC

Goodwyn, Mills and Cawood, Inc.  
101 E. Washington Street, Suite 200  
Greenville, SC 29601  
T 864-527-0460  
[www.gmcnetwork.com](http://www.gmcnetwork.com)

**GMC PROJECT NUMBER: CGRE180047**

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APPENDIX A – MAPS

APPENDIX B – SUPPORTING INFORMATION

APPENDIX C – COST ESTIMATE

## 1. INTRODUCTION

Seneca Light and Water (SL&W) has asked Goodwyn, Mills and Cawood to evaluate the best way to provide water and sewer service to the Seneca Rail Park near the intersection of Shiloh Road and Wells Highway in Seneca, South Carolina. The industrial park is located on approximately 111 acres with a railroad paralleling the northern border and a rail spur located on the property immediately west of the park. Currently, a warehouse owned and operated by BorgWarner Inc., an automotive industry components and parts supplier, is located on approximately 30 acres to the west of the park property. An unnamed creek forms on the property from two springs and travels southeast off of the site. In the southern portion of the property, the Federal Emergency Management Agency (FEMA) identified flood hazard areas along the creek. A Map of the industrial park can be seen in Figure 1 below.





## 2. EXISTING INFRASTRUCTURE

### 2.1. Water System

Currently SL&W has water infrastructure on all four sides of the Rail Park. These pipe sizes range from 2-inch to 12-inch. A map of the existing water system can be seen in Figure 2 below. Currently, the existing facility on site has an 8-inch waterline that loops around the perimeter of the building. This waterline loop is currently used for fire protection and enters the property through a master meter. The southern and a portion of the eastern property lines are paralleled with a 2-inch waterline. The largest waterline in the area consists of a 12-inch that is installed along Shiloh Road. This waterline is located on the north side of the Norfolk Southern railroad that borders the property.



Figure 2. Existing Water Infrastructure

### 2.2. Sewer System

The existing sewer system around the Rail Park is fairly sparse. There is a 10-inch gravity sewer line that crosses the eastern side of the property and flows to the Martins Creek pump station. The remaining sewer infrastructure near the park consists of 8-inch lines serving a residential area to the west. A map of the existing sewer system can be seen in Figure 3 below.



Figure 3. Existing Sewer Infrastructure

This line has a capacity of approximately 3,000 GPM (4.32 MGD) according to a model of the Oconee Joint Regional Sewer Association sewer system. Figure 4 shows the sewer line profile and capacity beginning at existing MH-1395, located south of the park, to Martins Creek pump station. The model shows there to be adequate capacity for potential industrial loads.

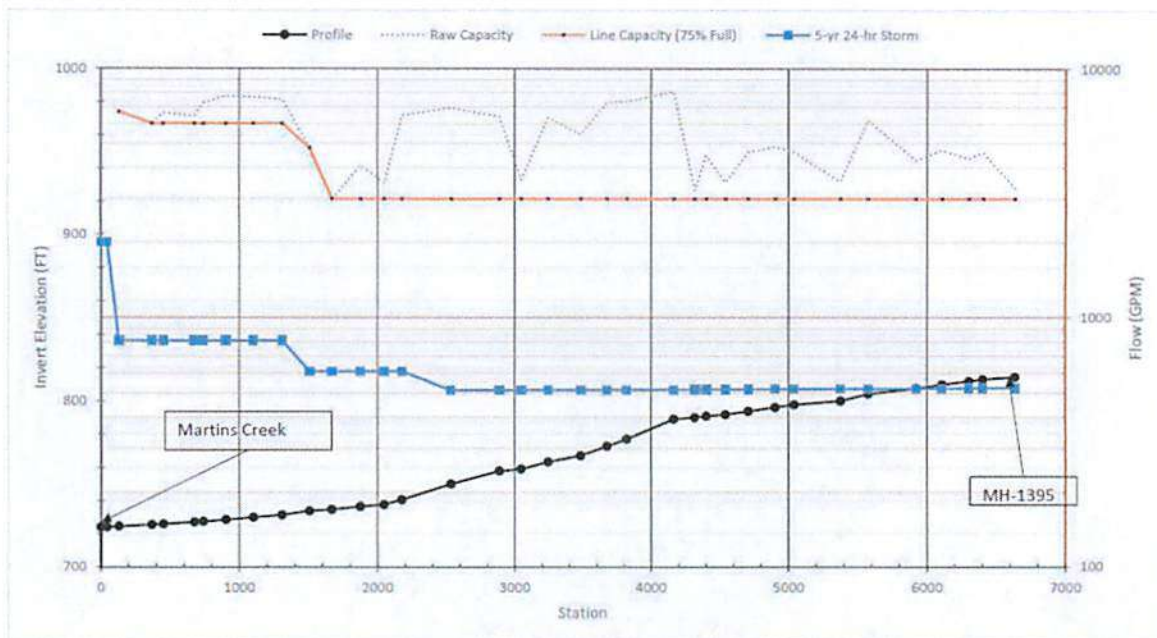


Figure 4. Existing Sewer Line Capacity

**Profile:** The profile represents an approximate sewer profile from the US to DS manholes

**Raw Capacity:** This is the capacity of each individual pipe flowing just full based upon Manning's Equation

**Line Capacity:** This is the capacity of the line as a whole. A downstream pipe with lower capacity will limit flow in upstream pipes.

**5-Yr 24-Hr Storm:** This is the flow produced from the calibrated model at a 5-yr 24-hr storm event.

### 3. PROPOSED WATER INFRASTRUCTURE

#### 3.1. Projected Water Demands

The projected water demands for the Seneca Rail Park were calculated as follows:

- (a) The maximum instantaneous demand for the park was determined using the fire-flow requirements for hose streams for industrial buildings as outlined in the Water Supply General Considerations by the Departments of the Army and the Air Force. The maximum instantaneous demand was determined to be 2,500 GPM.
- (b) The fire flow demand was estimated as 500 GPM.
- (c) The peak hourly flow rate was calculated as 1/5 of the maximum instantaneous demand. The peak hourly flow rate was determined to be 500 GPM.
- (d) The flushing demand was determined by multiplying the cross-sectional area of the proposed pipe by a velocity of 2.5 feet per second. The flushing demand was calculated as 3,525 GPM.

These projected flows may not accurately reflect the actual demands of the park upon build out due to uncertainties with the type of industries. A flow test of hydrant #H5-FH001, near the intersection of Goddard Ave and Shiloh Rd., was completed on October 3<sup>rd</sup>, 2018. The results of the flow test indicate a flow of 1,088 GPM with a static pressure of 58 psi and a residual pressure of 53 psi. The flow test results are provided in Appendix B. The small drop between the static pressure

and the residual pressure indicates a robust water system at this location. While a 10-inch waterline may be adequate to supply the rail park, a 12-inch line is recommended due to uncertainties related to the development of the park.

### 3.2. Route

The proposed waterline route was divided into two phases. Phase I begins by connecting to the existing 12-inch waterline along the northern side of the property. From there, the line crosses under Shiloh Road and the existing Norfolk Southern railroad and onto the Seneca Rail Park property. The route continues along the proposed access drive for Proposed Building 1 and ends at the cul-de-sac at the end of the drive. Phase I consists of approximately 750-ft. waterline. The plan and profile for Phase I is provided in Appendix A.

Phase II is a recommendation for looping the Phase I waterline with the existing system. Currently, the exact layout of the potential buildings and roads within the park are unknown. In order to prevent installing a waterline that may impact future development, Phase II should be re-evaluated and constructed once the new roads and building pads are identified and confirmed. Additionally, potential culverts built along with new roads in the park will prevent the waterline from having to cross underneath the creek on the property. The recommended route begins at the end of Phase I and continue to follow the future access road before turning west and following the BorgWarner, Inc. property line, where it will connect with the existing 8-inch waterline. The length of Phase II is estimated at 1,450-ft.

## 4. PROPOSED SEWER INFRASTRUCTURE

### 4.1. Projected Sewer Flows

In order to adequately size the proposed sewer infrastructure serving the Seneca Rail Park, average daily flows (ADF) were determined for each proposed building and future expansion assuming 1,200 GPD per acre. A peaking factor of 2.5 was used to determine peak flows. The average daily flow and peak flow for the park are outlined in the table below.

Table 1. Projected Flows

Building Number	Total Acreage	Projected Average Daily Flow (GPD)	Peak Projected Flow (GPD)
1	0.91	1,092	2,730
2	6.3	7,560	18,900
3	11.5	13,800	34,500
Expansion 1	0.5	600	1,500
Expansion 2	2.87	3,444	8,610
<b>Total</b>	<b>22.08</b>	<b>26,496</b>	<b>66,240</b>

## **4.2. Route**

A proposed route was evaluated to serve the Seneca Rail Park. The route begins on the northern side of the property at Proposed MH-A1. The line crosses under the unnamed creek on site and continues southeast along the creek before crossing under Owens Road and continuing to existing MH-1395 (inv. out = 814.32) just south of the park property. The total length is estimated at 2,850-ft. This route avoids wetland impacts and allows future developments access to the gravity sewer by following the tributary to the north. The plan and profile are attached in Appendix A.

## **4.3. Sizing**

Sizing for this route is outlined in the pipe sizing table attached in Appendix B. An 8-inch diameter pipe is hydraulically adequate to meet the projected flows from the Seneca Rail Park; however, a 10-inch pipe is recommended to account for potential wet industries and any additional future growth in the park. The pipe was sized based on Manning's equation ( $n=0.013$ ) flowing 50% full at a minimum slope as shown on the plan and profile. The design flow is based upon the cumulative peak projected flow for the entire park.

## **5. ENGINEER'S OPINION OF PROBABLE COSTS**

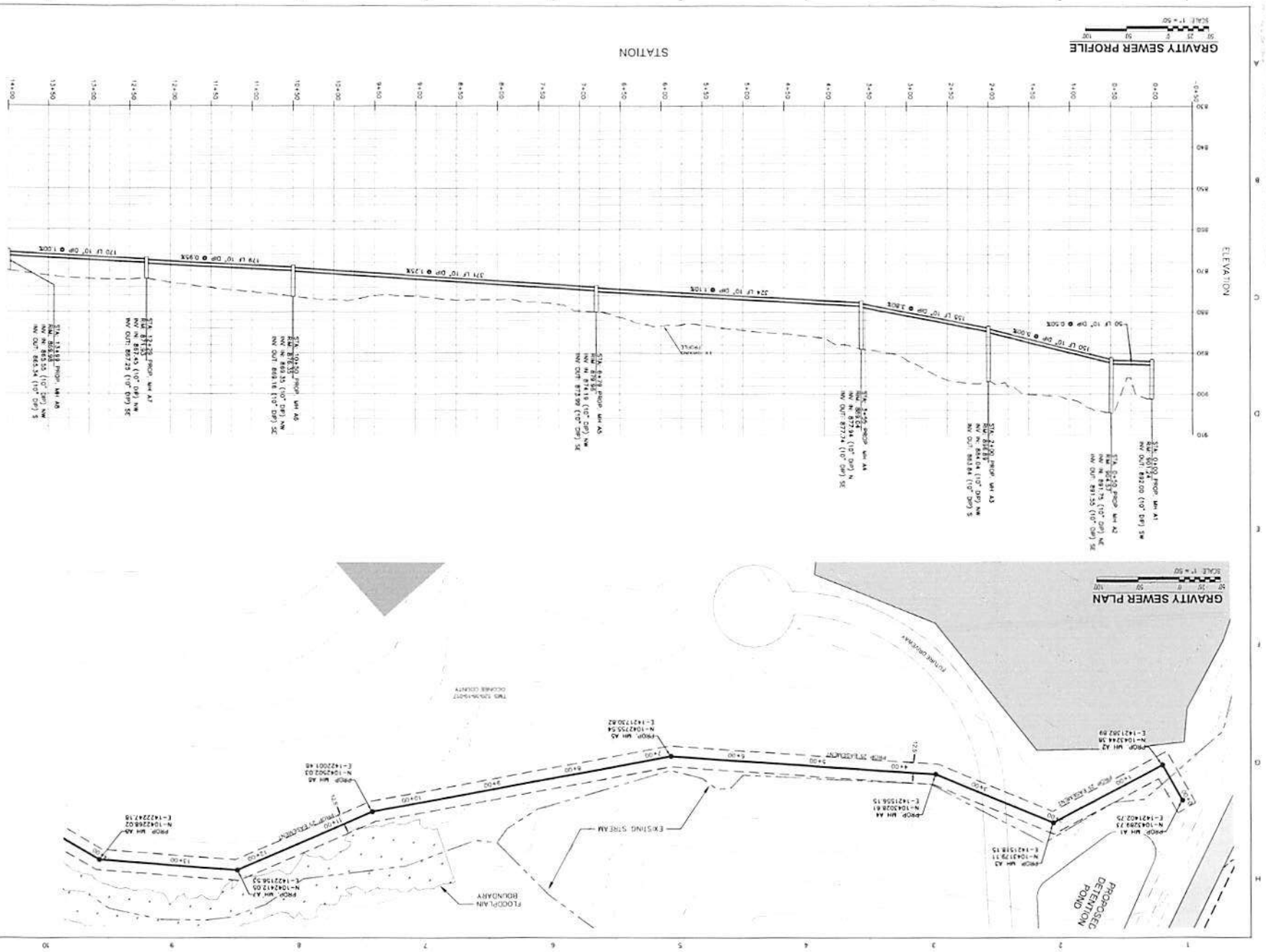
An engineer's opinion of probable costs was developed for the waterline and gravity sewer. Phase 1, including 750-ft of 12-inch waterline and 2,850-ft of 10-inch gravity sewer is estimated to cost \$892,150. Phase II of the waterline is estimated to cost an additional \$204,500. A detailed cost estimate is provided in Appendix C.

## **6. CONCLUSIONS & RECOMMENDATIONS**

In order to serve the Seneca Rail Park, GMC recommends 750-ft. of 12-inch watermain beginning north of the Seneca Rail Park and ending near the proposed access road for Building 1 and 2,850-ft. of 10-inch gravity sewer beginning near the Proposed Building 1 and discharging to existing MH-1395 for approximately \$892,150. Upon confirmation of future road and building locations, GMC recommends continuing the 12-inch watermain from Proposed Building 1 for approximately 1,450-ft. to connect to the waterline near the BorgWarner, Inc. warehouse. This waterline and gravity sewer will provide easy access to water and sewer for the Seneca Rail Park property, promoting development of the park.

# APPENDIX A – PLAN & PROFILE





GRAVITY SEWER PROFILE  
SCALE: 1" = 50'

GRAVITY SEWER PLAN  
SCALE: 1" = 50'

PROP. GRAVITY SEWER  
STA 0+00 - 14+00

SENECA RAIL PARK  
MASTER PLAN  
SHEET 3.C

CGRE100047

ISSUE	DATE

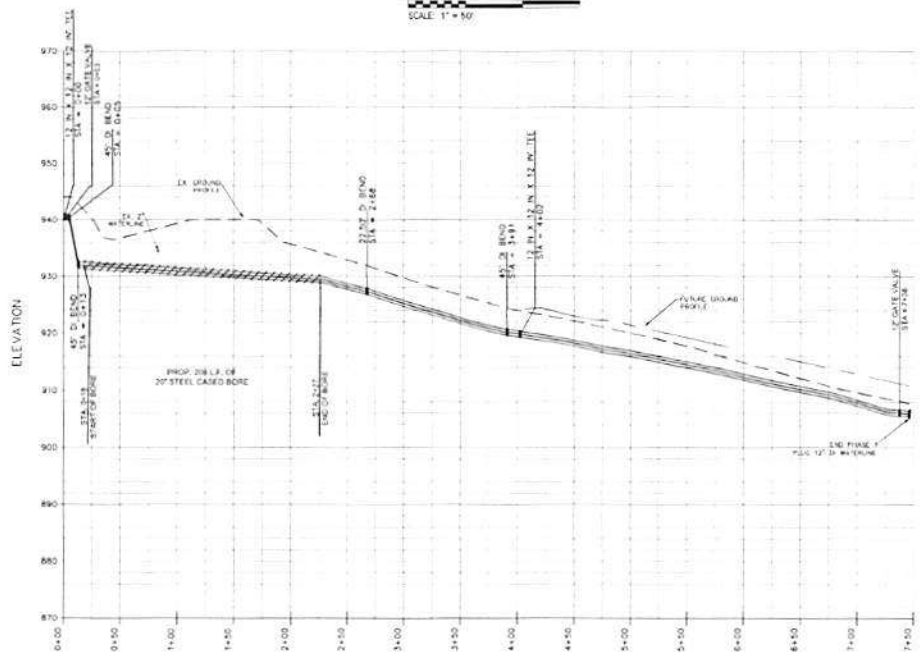
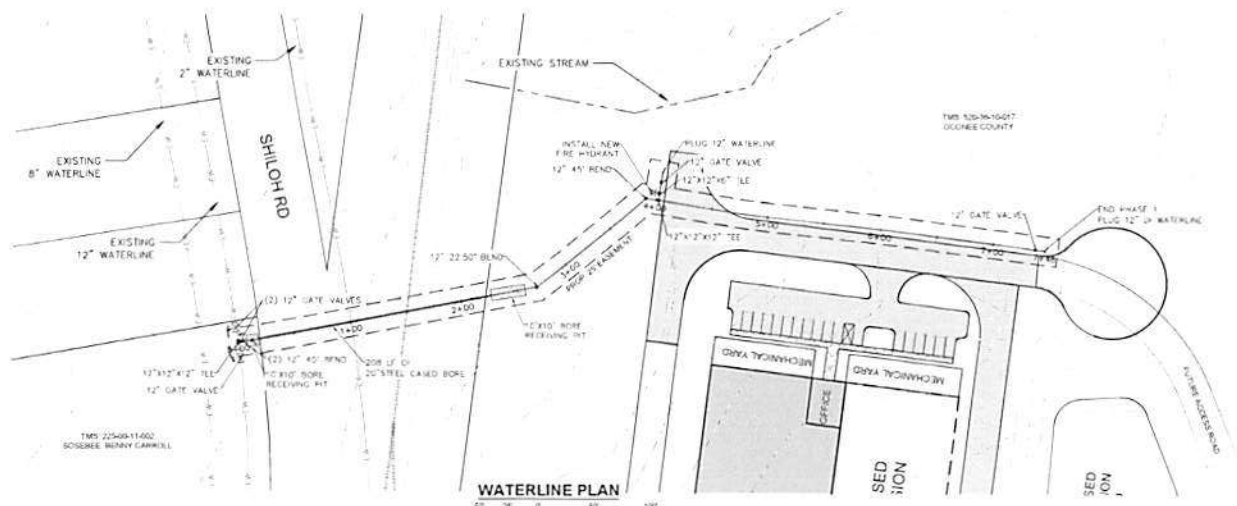
Goodwyn Mills, Concord  
701 East Washington Street  
Suite 200  
Concord, NC 28027  
T 866.627.0600  
D 704.881.1100  
WWW.GMCCON.COM



DESIGNED BY: [Name]  
CHECKED BY: [Name]







**WATERLINE PLAN**  
SCALE: 1" = 50'

**WATERLINE PROFILE**  
SCALE: 1" = 50'



Goodwyn Mills Company  
101 East Washington Street  
Suite 200  
Greenville, SC 29601  
T: 864.527.0600  
GMC@GMC.COM

ISSUE	DATE

SENECA RAIL PARK  
MASTER PLAN  
Seneca, SC

CGRE180047

PROP. WATERLINE  
STA 0+00 - 7+50

DRAWN BY: LAMZ  
CHECKED BY: LDTM

**APPENDIX B – SUPPORTING INFORMATION**



# HYDRANT FLOW TEST

Test Hydrant

Hydrant Number **H5-FH001**

Test Date **10/03/2018**

System ID No: 2024184

Time of Test **9:30 AM**

Address **GODDARD AVE & SHILOH RD**

Hydrant Location **GODDARD AVE & SHILOH RD**

HYDRANT UD 06

Map Page

Static Pressure **58**

Residual Press **53**

Test Code **PASS\_FLOW\_HYD**

Needs Maint?

Test Performed by **Jeremy L Wirtz**

Test Company **Seneca Light and Water**

## Flow Hydrant(s)

Hydrant #	Diameter	Coefficient	Pitot PSI	Flush Time (Min)	Flow (GPM)	Water Used (Gal)
H5-FH001	2.50	0.90	42.00	5.00	1,088	5,440

Has Valve

Totals:

1,088

5,440

Flow at 20 PSI

3,253

Geo Section **SL&W**

Geo Quarter

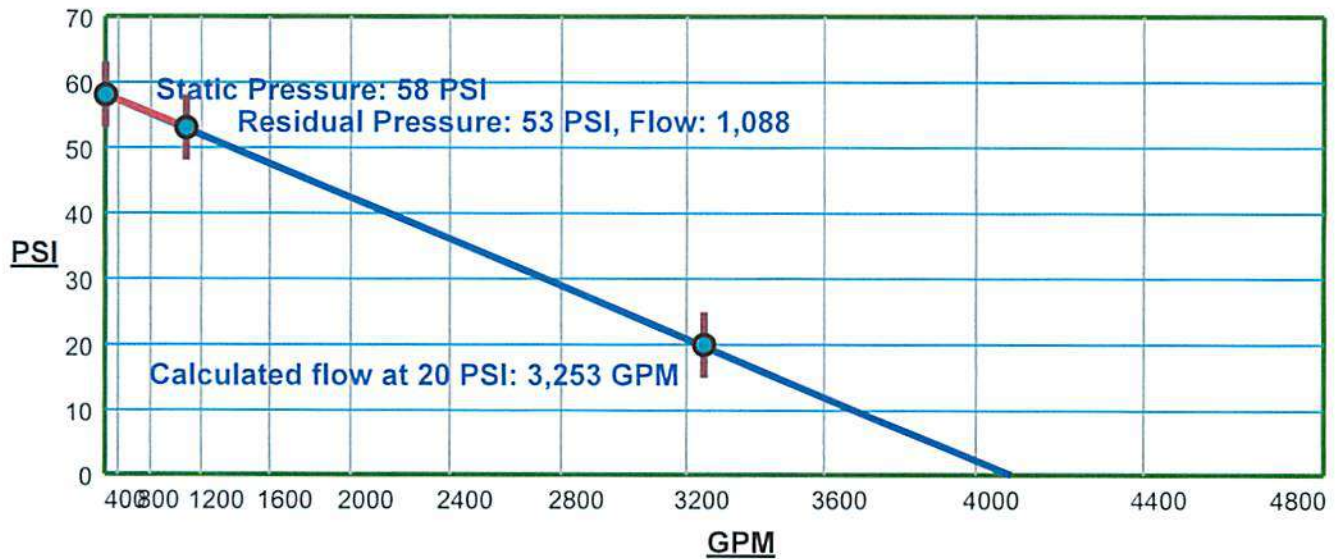
Geo District **SENECA**

Geo Subdivision

Test Comments

Flushing Information

Time to Clear	0	Temperature	0
Initial Color		pH Level	0
Initial CL2	0	Initial Turbidity	0
Final CL2	0	Final Turbidity	0





Seneca Rail Park Gravity Sewer  
for  
Seneca Light & Water

Pipe Sizing Calculations

10/2/2018

	Basin	ADF (GPD)	Peaking Factor	Peak Flow (GPD)	Available Slope (%)	Nominal Size	Available Peak Capacity (GPD)	Available ADF Capacity (GPD)
(1)	Seneca Rail Park	26,496	2.50	66,240	0.50%	10	435,384	174,153

**Assumptions:**

ADF is cumulative for all proposed buildings.

Peaking factor assumed as 2.5.

Pipe capacity determined using Manning's Equation with a roughness coefficient of 0.013 and a 50% depth of flow.

Available ADF capacity determined by dividing the available peak capacity by the peaking factor.

## **APPENDIX C – COST ESTIMATES**



ENGINEERS OPINION OF PROBABLE COSTS

SENECA RAIL SITE GRAVITY SEWER & WATERLINE  
FOR SENECA LIGHT & WATER

SENECA, SOUTH CAROLINA  
October 3, 2018

**PHASE 1 WATERLINE & GRAVITY SEWER**

Item	Qty	Unit	Description	Unit Price	Total Price
<b>Waterline</b>					
1	750	LF	12" Ductile Iron Watermain & Fittings	\$ 85	\$ 63,800
2	1	EA	Fire Hydrant Assembly on 12" waterline	\$ 5,000	\$ 5,000
3	5	EA	12" Gate Valve	\$ 4,000	\$ 20,000
4	208	LF	20" Steel Cased Bore	\$ 300	\$ 62,400
5	1	EA	Connect to Existing Water System	\$ 5,000	\$ 5,000
<b>Gravity Sewer</b>					
6	2,850	LF	10" Ductile Iron Gravity Sewer	\$ 125	\$ 356,250
7	14	EA	48" Diameter Concrete Manholes	\$ 4,500	\$ 63,000
8	30	LF	Pavement Patch	\$ 100	\$ 3,000
9	1	EA	Connect to Existing Sewer	\$ 10,000	\$ 10,000
<b>General</b>					
10	1	LS	Mobilization	\$ 18,800	\$ 18,800
11	1	LS	Clearing & Grubbing	\$ 20,000	\$ 20,000
12	1	LS	Cleanup, Grassing and Landscaping	\$ 15,000	\$ 15,000
<b>Construction Phase I Sub-total</b>					<b>\$ 642,250</b>
Construction Contingency (20%)					\$ 128,500
Engineering Design					\$ 96,400
Permitting					\$ 25,000
<b>Phase I Total</b>					<b>\$ 892,150</b>

**PHASE II WATERLINE**

Item	Qty	Unit	Description	Unit Price	Total Price
1	1,450	LF	12" Ductile Iron Watermain & Fittings	\$ 85	\$ 123,300
2	1	EA	Fire Hydrant Assembly on 12" waterline	\$ 5,000	\$ 5,000
3	4	EA	12" Gate Valve	\$ 4,000	\$ 16,000
4	2	EA	Air Release Valve	\$ 4,200	\$ 8,400
5	2	EA	Connect to Existing Water System	\$ 5,000	\$ 10,000
<b>Construction Phase II Sub-total</b>					<b>\$ 162,700</b>
Construction Contingency (20%)					\$ 32,600
Engineering Design					\$ 8,200
Permitting					\$ 1,000
<b>Phase II Total</b>					<b>\$ 204,500</b>
<b>Grand Total</b>					<b>\$ 1,096,650</b>



03/11/19

Mr. Robert M. Hitt, Chairman  
c/o Ms. Bonnie Ammons, Executive Director  
SC Rural Infrastructure Authority, Office of Rural Grants  
1201 Main Street, Suite 1600  
Columbia, SC 29201

Dear Chairman Hitt and Ms. Ammons:

I am writing to express my support for Oconee County's SCRIA grant application for the Seneca Rail Park Infrastructure Project. At BorgWarner, we believe the trusted partnerships with customers and suppliers around the world allow us to gain a deeper understanding of the challenges in our service areas and to develop solutions for a brighter future. The expansion of the infrastructure into the Seneca Rail Park will open doors for various industries, increasing the workforce and leading to the success of all industries in the County as a whole.

Thank you in advance for your consideration of the Oconee County SCRIA grant application.

Sincerely,

A handwritten signature in black ink that reads 'Craig Powell'. The signature is written in a cursive style with a large, stylized 'C' and 'P'.

BorgWarner  
Craig Powell





Johnson Controls, Inc.  
Power Solutions  
1204 Old Walhalla Hwy  
West Union, SC 29696  
Telephone: 864-882-0350

March 11, 2019

Mr. Robert M. Hitt, Chairman  
c/o Ms. Bonnie Ammons, Executive Director  
SC Rural Infrastructure Authority, Office of Rural Grants  
1201 Main Street, Suite 1600  
Columbia, SC 29201

*Re: Seneca Rail Site – Waterline and Sewer Project*

Dear Chairman Hitt and Ms. Ammons:

I am writing to express my support for Oconee County's SCRIA grant application entitled "Seneca Rail Park – Waterline and Sewer Infrastructure Project."

Johnson Controls is excited to have the Seneca Rail Park in close proximity to our West Union facility. The expansion of the infrastructure will allow other industries to come to Oconee County and lead to opportunities for innovation and continuous improvement throughout the County.

At Johnson Controls, we believe the future is being built today. Therefore, we request consideration and approval of the Oconee County grant application.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Butdorf".

Keith Butdorf  
Interim Plant Manger  
Johnson Controls Oconee Facility

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 19, 2019  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

PRT Commission-Local ATAX Recommendations / Spring 2019 Cycle / \$83,500

**BACKGROUND OR HISTORY:**

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]

If no, explain briefly: NO-ATAX grants

**FINANCIAL IMPACT:**

Beginning Local ATAX balance \$294,289

If all grants/projects approved/new balance will be: \$210,789

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes

If yes, who is matching and how much: Varies by grant!

**ATTACHMENTS**

Spreadsheet approved by PRT Commission on 3.7.19.

**STAFF RECOMMENDATION:**

Request approval of local ATAX recommendations per the attached spreadsheet.

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Amanda Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Mar-19

**Local ATAX Grants**

<b>Applicant</b>	<b>Funds Request</b>	<b>Project Description</b>	<b>Amount Eligible for ATAX</b>	<b>PRT Commission Recommendation</b>
Oconee Forever	\$2,000	Rally in the Valley cycling advertising	\$2,000	\$1,500
Discover Upcountry Carolina	\$10,000	Advertising	\$10,000	\$6,000
22nd Annual Issaqueena's Last Ride	\$2,500	Advertising	\$2,500	\$1,000
58th South Carolina Apple Festival	\$4,000	TV Advertising	\$4,000	\$4,000
Walhalla Performing Arts Center	\$10,000	Advertising 2019 Season	\$10,000	\$5,000
Rock the Ranch	\$10,000	Advertising	\$4,500	\$1,000
City of Senca-13th Annual SenecaFest	\$8,200	Advertising	\$8,200	\$6,000
Upstate Heritage Quilt Trail	\$675	Interpretive Signage	\$675	\$500
Westminster Music Centre	\$10,000	Advertising	\$10,000	\$5,000
<b>TOTAL</b>	<b>\$57,375</b>		<b>\$51,875</b>	<b>\$30,000</b>

**Oconee PRT**

Fishers of Men Championship	\$12,000	Host Legacy Championship July 24-26	\$12,000	\$ 12,000
South Cove Dumpster	\$6,500	Grade, concrete pad, new fencing	\$6,500	\$ 6,500
Palmetto Trail Marketing	\$5,000	Market new Palmetto Trail/Stumphouse Min Bike Park	\$5,000	\$ 5,000
High Falls Miniature Golf refurbish	\$5,000	New carpet, mats, obstacles, clubs	\$5,000	\$ 5,000
Chau Ram Disc Golf Course	\$5,000	New tee mats, post sleeves and final prep	\$5,000	\$ 5,000
Chau Ram Culvert Project	\$15,000	Replace failing culvert leading to campground(Roads and Bridges to complete)	\$15,000	\$ 15,000
Oconee Airport Fly-In	\$5,000	Advertising,promotions, operations offset	\$5,000	\$ 5,000

**TOTAL RECOMMENDED**                      \$53,500    \$                      53,500



# Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart			
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]	
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Walter Rikard [1]	Doug Hollifield [<1]	Sandra Gray [2]	Ed Land [<1]	Vickie Willoughby [<1]	Debbie Sewell [2]	Rex Blanton [<1]	Kerrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Mariam Noorai [2]	Tony Adams [1]	Stacy Smith	Shawn-Johnson [4]	<b>VACANT</b>	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	Ryan Honea [<1]	John Eagar [1]	Charles Morgan [<1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	<b>George Smith</b>	Matt Rochester [1]	<b>Bob DuBose [2]</b>	Kevin Knight	Kenneth Owen			
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	VACANT	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	Frank Ables [1]	Emily Hitchcock [1]	Frances Rundlett [1]	
Destination Oconee Action Committee														
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith[1]; Andrew Conkey [1]; Kevin Evans [1]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]	
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]	
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [2, 1.22]; Diane Smathers [1, 1.22]; Katherine Smith [1, 1.22]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P[1.17]]; L. Martin [P[1.17]]; A. Suddeth [2]; C. Morrison[1.17]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)														
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, Interim Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							

[ # ] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.  
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED  
**Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.**



## NOTES

### TRANSPORTATION COMMITTEE MEETING

Mr. Glenn Hart, District V, Chairman  
Mr. Julian Davis, District IV  
Mr. Paul Cain, District III

February 19, 2019

#### Savannah Dr (P-3050) – Update regarding acceptance of the road into the Rudimentary Road Program

- Private road that is approximately 2,300 feet in length
- Assisted property owners in getting petition signed for acceptance into the program
- Estimated cost to construct Savannah Drive is approximately \$30,000
- Property pins have been verified
- Further action will be required by all petitioners to accept conditions of the program and convey a full 50' right-of-way with adequate turnaround

**Mr. Davis made a motion, seconded by Mr. Cain, approved 3 – 0, to make a recommendation to full Council to recommend the conditional acceptance of Savannah Drive (P-3050) into the rudimentary road program in accordance with Section 26-12 of the Code of Ordinances contingent on all required right-of-way being obtained.**

#### Elbert Adams Rd (CE-12) – Addition of Elbert Adams Rd (CE-12) to new construction list

- Approximately 1,300 long gravel road with no turnaround and about 14' wide
- Property owners have been contacting Roads & Bridges to obtain right-of-way
- All right-of-way for the road including the turnaround have been obtained
- Cul-de-sac will be at the end of the road

Discussion continued to include:

- Alexander Road (SE-375), Rainbow Road (SE-239) & Turner Road (CE-132) have been permitted and designed for construction

The next Transportation Committee is scheduled for Tuesday, May 7, 2019 to immediately precede or follow the Budget, Finance, & Administration meeting, which is also scheduled at 4:30 p.m.



**NOTES**  
**REAL ESTATE, FACILITIES & LAND MANAGEMENT**  
**COMMITTEE MEETING**  
**March 5, 2019**

**Farm Center Update / Stanley Gibson**

- Five events cancelled due to the rain
- Second entrance to the FARM center
- Secured another Farmer's Market grant
- Team Roping March 30, 2019 [expecting approximately 300 teams for this event], also scheduled for April 27, 2019 & May 18, 2019
- Barrel Racing event scheduled for April 14, 2019
- Rodeo is scheduled for May 3 – May 4, 2019

**The Committee took no action on this matter at this time.**

**Update regarding Westminster Magistrate**

Ms. Brock updated the Committee regarding the Westminster Magistrate noting most of the information is from November of 2018. She noted she had estimates from Terracon, the engineering consulting firm, which are approximately \$200,000 for the abatement and demolition down to the concrete pad but the recommendation was for the concrete pad to stay in place and not be a part of the demolition.

Discussion continued to include:

- In the process of securing architect to design a building
- Possibly locating building on the current location
- 9 month maximum commitment to work toward a partnership with the City of Westminster to construct a Magistrate/City Hall
- Identified a building that met the needs but was purchased by an investor
- Another location a possibility and has been looked at previously
- Provide drawing at the next Real Estate, Facilities, & Land Management Committee meeting on April 2, 2019

**The Committee took no action on this matter at this time.**

The next Real Estate, Facilities & Land Management Committee meeting is scheduled for Tuesday, June 4, 2019 beginning at 4:30 p.m. and will either immediately precede or follow the Budget, Finance, & Administration Committee meeting and the Planning & Economic Development Committee, which are also scheduled at 4:30 p.m.



**NOTES**  
**PLANNING & ECONOMIC DEVELOPMENT**  
**COMMITTEE MEETING**  
**March 5, 2019**

**Business Incubator Update / Economic Alliance Update**

Ms. Janet Hartman, Interim Economic Alliance Director, addressed the Committee highlighting the following to include the Business Incubator Update and the Economic Alliance update:

- Action Plan 2019
- Goals
- Product Development
- Oconee Industry & Technology Park [OITP]
- Seneca Rail site
- Think Oconee video
- Opportunity Zones

**The Committee took no action on this matter.**

The next Planning & Economic Development Committee meeting is scheduled for Tuesday, June 4, 2019 beginning at 4:30 p.m. and will immediately precede or follow the Real Estate, Facilities, & Land Management meeting and the Budget, Finance, & Administration Committee meeting, which are also scheduled at 4:30 pm.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 19, 2019  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Resolution 2019-05 "A RESOLUTION TO RECEIVE AND ACCEPT SAVANNAH DRIVE, INCLUDING BRADY DRIVE AND AUSTIN DRIVE, WHICH ARE EXTENSIONS OF SAVANNAH DRIVE, ALL BEING CONSIDERED ONE ROAD FOR PURPOSES OF THIS RESOLUTION (COLLECTIVELY "SAVANNAH DRIVE") INTO THE OCONEE COUNTY RUDIMENTARY ROAD PROGRAM, PURSUANT TO SECTION 26-12 OF THE OCONEE COUNTY CODE OF ORDINANCES."

**BACKGROUND DESCRIPTION:**

There exist certain unpaved private roads within Oconee County that are in serious need of repair, roads which are often impassable by emergency vehicles and/or that are otherwise dangerous, and which do not meet the standard requirements for acceptance into the County Public Road System. This Resolution provides for the qualified acceptance of one such road, Savannah Drive into the County Public Road System. Consistent with the requirements of the Rudimentary Road Program, a petition was filed with Oconee County for acceptance of Savannah Drive. The Roads and Bridges Department evaluated the petition and recommended to the County Transportation Committee that this road be considered by County Council for acceptance into the Rudimentary Road Program. The County Transportation Committee accepted the Roads and Bridges Department's recommendation and directed that the acceptance of Savannah Drive be considered by County Council.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

n/a

**FINANCIAL IMPACT [Brief Statement]:**

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : \_\_\_\_\_ Finance

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by: \_\_\_\_\_ Grants

**ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:** Staff recommends consideration of Resolution 2019-05 by full Council.

Submitted or Prepared By:

s/ W. Kyle Reid - Roads and Bridges  
Department Head/Elected Official

Approved for Submittal to Council:

s/ David A. Root - County Attorney – *As to form*  
(Previously approved for submission by Transportation Committee)

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2019-05**

**A RESOLUTION TO RECEIVE AND ACCEPT SAVANNAH DRIVE, INCLUDING BRADY DRIVE AND AUSTIN DRIVE, WHICH ARE EXTENSIONS OF SAVANNAH DRIVE, ALL BEING CONSIDERED ONE ROAD FOR PURPOSES OF THIS RESOLUTION (COLLECTIVELY "SAVANNAH DRIVE") INTO THE OCONEE COUNTY RUDIMENTARY ROAD PROGRAM, PURSUANT TO SECTION 26-12 OF THE OCONEE COUNTY CODE OF ORDINANCES.**

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, Oconee County (the "County") has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and

**WHEREAS**, there exist certain unpaved roads within the County that are in dire need of repair, roads which are often impassable by emergency vehicles and/or that are otherwise dangerous, and which do not meet the standard requirements for acceptance into the County Public Road System ("Substandard Roads"); and

**WHEREAS**, Oconee County Ordinance 2016-16, codified as § 26-12 in the Oconee Code of Ordinances, established a program (the "Rudimentary Road Program") whereby certain Substandard Roads could be accepted into the County Public Road System for minimum improvement and minimum maintenance; and

**WHEREAS**, consistent with the requirements of the Rudimentary Road Program, a petition (the "Petition") was filed with the County for acceptance of Savannah Drive into the Rudimentary Road Program; and

**WHEREAS**, the Roads and Bridges Department (the "Department") evaluated the Petition and determined that it conditionally met the requirements of the Rudimentary Road Program, and the Department recommended to the County Transportation Committee, by Staff Report attached hereto as Exhibit "A," that Savannah Drive be considered by County Council for acceptance into the Rudimentary Road Program upon acquisition of proper and adequate Right-of-Way; and

**WHEREAS**, the County Transportation Committee accepted the Department's recommendation and directed that the acceptance of Savannah Drive into the Rudimentary Road Program be considered by County Council.

**NOW, THEREFORE, IT IS HEREBY** resolved by Oconee County Council in meeting duly assembled, that:

1. Upon receipt of executed easement and right-of-way agreements, which are both adequate and proper for the purposes hereof, the County Administrator shall do all things necessary to accept Savannah Drive into the County's Public Road System as a Rudimentary Road; and
2. The County Administrator is authorized to do all things necessary and incidental to accomplish the purposes of this Resolution; and
3. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution; and
4. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

**RESOLVED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

\_\_\_\_\_  
Clerk to Oconee County Council  
Katie Smith

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

# Transportation Committee Meeting

October 10, 2017

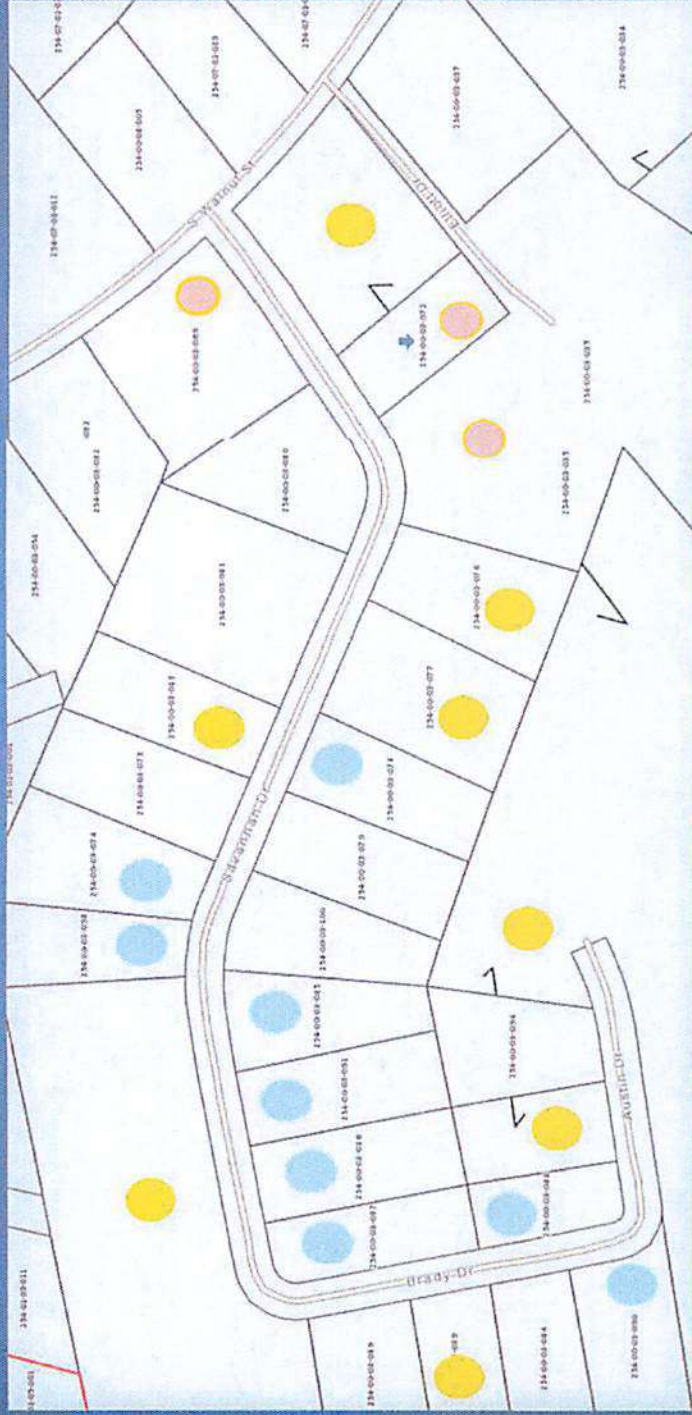
# Savannah Dr (P-3050) – Discussion for acceptance into the Rudimentary Road Program

- Ordinance Sec. 26-12 – Acceptance of certain unpaved roads
- Limited number of substandard roads for minimal upgrade and minimal maintenance
- Criteria for selection
  - Serve more than 11 occupied residences – road has 17 residences
  - Unpaved and in state of severe disrepair being impassable by emergency vehicles or otherwise dangerous – the road is essentially gravel with several areas of pavement that causes issues
  - Must offer 50-foot right-of-way easement
  - Cul de sac required – no cul de sac currently
  - All property owners must agree to certain conditions (i.e. improvements, stormwater runoff, no additional accesses)




## Savannah Dr (P-3050) – Discussion for acceptance into the Rudimentary Road Program

- Citizens contacted Roads & Bridges about the Rudimentary Road Program, and we met with representatives in May.
- Petition package was returned to Roads and Bridges the week of August 21<sup>st</sup>.
- Development consists of three roads in the same general alignment that are appr. 2,400 feet in length with no cul de sac at the end.
- Discussion

# Savannah Dr (P-3050) –Rudimentary Road Program



## Considerations:

	8 points of one owner's lots touch road ( no structures, owner not contacted )
	3 parcels use different access; petitioner unaware
	9 of the required signatures are not exactly as listed on property record. (i.e. different family member or renter)

# Transportation Committee Meeting

February 19, 2019

## Savannah Dr (P-3050) – Update regarding acceptance of the road into the Rudimentary Road Program

- Savannah Dr is currently a private road that is approximately 2,300 feet in length
- We have assisted property owners in getting petition signed for acceptance into the program
- Estimated cost to construct Savannah Dr to minimum standards set forth in Section 26-12 of the Code of Ordinances is appr. \$30,000
- Property Pins have been verified.
- Further action will be required by all petitioners to accept the conditions of the program and convey a full 50' right-of-way with adequate turnaround.



Savannah Dr (P-3050) – Update regarding acceptance of the  
road into the Rudimentary Road Program



## Savannah Dr (P-3050) – Action Item

- If the committee desires the action could be to make a “motion to recommend the conditional acceptance of Savannah Dr (P-3050) into the rudimentary road program in accordance with Sec. 26-12 of the Code of Ordinances contingent on all required right-of-way being obtained” to County Council



## Oconee County Council



Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

John Elliott  
Chair Pro Tem  
District I

Wayne McCall  
District II

Paul A. Cain  
Vice Chair  
District III

Julian Davis, III  
Chairman  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

- January meetings will be held on the second and fourth Tuesday;
- July, August, & November meetings, which will be **only** on the third Tuesday of each of the three months;
- April meetings will be held on the first and fourth Tuesday.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat from 2:00 p.m. to 5:00 p.m. on Wednesday, February 27, 2019 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 7, 2020 in Council Chambers at which point they will establish their 2020 Council and Committee meeting schedules.

Oconee County Council will also have a joint workshop with the Oconee County Planning Commission on Thursday, January 17, 2019 in Council Chambers for the purpose of discussing the comprehensive plan.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2019 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: January 22, March 19, June 18, & September 17, 2019.

The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: April 2, April 9, April 23, May 7, May 21, & June 4, 2019.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

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Pete's Auto  
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Call 882-1467**



**LEGALS**

phone number of the person filing the protest;  
(2) The specific reasons why the application should be denied;  
(3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);  
(4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,  
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:  
S.C. Department of Revenue,  
ABL SECTION,  
P.O. Box 125,  
Columbia, SC 29214-0907;  
Or faxed to: (803) 896-0110.

**PUBLIC NOTICE**

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The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

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**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**


**OCONEE COUNTY COUNCIL**

**IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2019**

**BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/12/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.**

  
\_\_\_\_\_  
Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/12/2019

  
\_\_\_\_\_  
Kelsie Beebe  
Notary Public  
State of South Carolina  
My Commission Expires February 13, 2028

**KELSIE BEEBE**  
Notary Public, State of South Carolina  
My Commission Expires 2/13/2028

# OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

March 18<sup>th</sup>, 2019

Dear County Council

The Planning Commission is concerned about the increased traffic/safety impact from the proposed planned development unit off South Cove Road. The two major areas of concern are the intersections of South Cove Road and Keowee School Road at highway 28 and HWY 188.

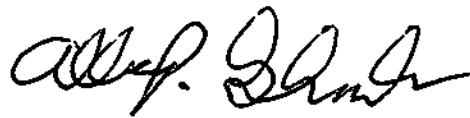
As we all know, South Cove Rd, with the county park, the camping, and many summer resident homes, traffic patterns are very seasonal. The traffic at the intersection of South Cove and Keowee School Rd looks very different in the winter than it does in the summer recreation season. Additionally, many of the vehicles, bikes and pedestrians, boat trailers, and campers travelling that road in the summer months are campers, not from or familiar with the area, making safety an even greater future concern.

While it is not the intention of the Planning Commission to get involved in city affairs, this issue impacts much more than just the city. We also would like for Council to provide funds for a traffic study of these two intersections, if the areas of concern are not included in currently ongoing studies. These studies would be performed in effort to inform the SCDOT that our county has specific concerns with the current and future designs of these two intersections with the anticipated projections of future use.

Sincerely,



Frankie Pearson, Planning Commission chairman



## Oconee At The Crossroads

**Today I feel we are truly at a crossroads that will affect our future in the near and long term.**

**The recent news concerning "Wealthy People Getting their Children accepted to some of the most prestigious Colleges and University's" is an event that will have far reaching ramifications.**

**The people will finally realize that corruption is not just a political problem. They will realize that it can corrupt every aspect of our lives. For each unqualified person attending college, there was probably one disadvantaged student who missed out on an opportunity to improve themselves for an entire lifetime. This and similar crimes affect everyone daily. We cannot escape the fact that we, our family's and our county are severely impacted by this widespread corruption.**

**There one guaranteed solution to this problem, Transparency.**

**Every citizen has the duty and responsibility to ensure that every aspect of our city, county and country is conducted in a truly open and transparent manner. This requires that we become involved at some level. No one individual can solve all these problems. Each of need decide where they could be effective and act on their beliefs and convictions. Right or wrong we all have opinions and they need to be expressed in the forum that will be the most effective. The forum can be the "Soap Box" at the local restaurant, City Council, County Council or National government.**

**Enough Preaching lets turn to a topic I have been looking at for some time now.**

**Transparency in our County Government.**

**Oconee County Government is NOT inherently corrupt. It would be terribly naïve not to think that it was possible that some County Officials are not corrupted. The point of this presentation is to suggest ways we can ensure Transparency from this point forward. Transparency is complicated since a large portion of our constituents do not have access to the internet, and it is impossible for them to attend every meeting.**

**One resource to consider is the 2018 Citizens Guide to the FOIA. This guide is published by the State of South Carolina and is designed for the average citizen. The entire document is Included in this prestation.**

**Meetings:**

**County Council's meetings are held on the first and third Tuesday of Each month and must be conducted pursuant to the South Carolina Freedom of Information Act.**

**South Carolina's Freedom of Information Act (FOIA) makes records and meetings of public bodies open and available to citizens and their representatives in the press. This openness is important because it allows the public to learn about the performance of public officials and the expenditure of public funds.**

**This is important because it gives the citizens the right/duty to see the public records. The only things that can be kept confidential are:**

- 1. Highly personal information such as Social Security numbers**
- 2. Trade secrets of public bodies and tax standards used by the Department of Revenue**
- 3. Legal correspondence violating attorney-client privilege**
- 4. Certain police records that would harm the agency's efforts in a specific case**
- 5. Contract documents until the contract is completed, including the sale of property**
- 6. Industrial development offers until the offer is accepted and announced**

**Items 5 and 6 are making public all contractual and Industrial documents after the completion and acceptance. The people have a right to know the agenda and minutes of the executive session concerning these issues.**

**Examples of missing/confusing items:**

- 1. County Council meetings are confusing. There is little discussion by the council members concerning the agenda items. It seems as if they have discussed them previously and made decisions as to how they would vote.**



2. There is little elaboration in the minutes of meetings. It is difficult to determine on what basis an issue was approved/disapproved.
3. Planning Commission  
Meeting of Feb. 4, 2019 there were no minutes listed.  
Meeting of Feb. 18, 2019 There were no minutes listed

However, the backup material stated"

"4. Agenda Amendment: Mr. Pearson requested a motion to amend the agenda to include approval of minutes from the meeting of 2/4/2019. Ms. Lyles made the motion to approve, Mr. Johnson seconded. Vote was 5-0 in favor.


5. Approval of minutes from 02/04/2019: Mr. Gramling made a motion to approve, Mr. Johnson seconded it. 5-0 in favor."

As of March 18, 2019, there are no minutes listed on the Planning Commission Page. This is confusing at the least.

**How the County Citizens and Council address these issues is up for discussion. They must be addressed ASAP.**

**I would like to submit this document for inclusion in the minutes of this meeting.**

**Respectively Submitted**

  
864-557-9744  
Albert P Shuler

**Oconee County Citizen**

**Attachments:****Disclaimer:**

I am not a lawyer and ask that the county attorney clarify any legal errors contained.

**A Citizen's Guide to South Carolina's Freedom of Information Act**

South Carolina's Freedom of Information Act (FOIA) makes records and meetings of public bodies open and available to citizens and their representatives in the press. This openness is important because it allows the public to learn about the performance of public officials and the expenditure of public funds.

As a citizen of South Carolina, you have the right to attend meetings of commissions, councils, boards and other public bodies. You have a right to see and copy records of public bodies. A record cannot be withheld, and a meeting cannot be closed unless a specific exemption applies. The FOIA – also known as the Sunshine Law because it shines light on government meetings and records – is essential to our democratic form of government.

Many people think the FOIA is too hard to use or costly, or that it takes forever to get the information that you are seeking. We hope this guide will break down the FOIA into an easy-to-understand summary with answers to frequently asked questions.

**Who or what is covered by the FOIA?**

A "public body" is any entity supported by public funds, even in part, or that expends public funds. Public bodies include state and local agencies, school boards and city councils. Committee and subcommittee meetings are included. Even non-profit agencies and chambers of commerce that receive public funds are subject to the FOIA. Federal agencies are not covered by state law and have their own FOIA. South Carolina's FOIA starts with the presumption that all public

body records and meetings are open and available to the public. A record cannot be withheld, and a meeting cannot be closed unless a specific exemption or some other state law applies. Just because an exemption could apply, however, doesn't mean it must. A public body may claim an exemption, but is not required to do so. If claimed, an exemption must be interpreted narrowly to increase awareness of all citizens of public activities.

## **PUBLIC RECORDS**

The law says public records include all books, papers, maps, photographs, cards, tapes, recordings, or other documentary material regardless of physical form or characteristics that is prepared, owned, used, in the possession of, or retained by a public body. This includes electronic records such as emails. The FOIA does not require a public body to create a record that doesn't already exist. If part of a document can legally be shielded from release, that doesn't mean the entire document may be withheld. The agency must separate the exempt data and release the rest of it (this usually means taking a marker and blacking out some information).

### **Do I have to file a formal FOI request to get information?**

Before filing a formal FOI request, you may want to call or visit the public body and just ask for the information you're seeking. A formal FOI request may not be needed.

### **How do I file an FOI request?**

There is no required form, but your FOI request must be in writing. Just ask for what you want and mention the words Freedom of Information Act. Mail, email, fax or deliver it to the public body. Be specific in what you ask for. For a sample FOI request, visit: <http://www.scpres.org/foia.html>.

### **How much can a public body charge me for providing the records?**

**A public body may charge for searching, retrieving, redacting and copying records. Charging is not mandatory. The law requires public bodies to develop and post online a schedule of the fees for fulfilling FOIA requests. Production fees should be based on the hourly wage of the lowest paid staff employee who has the skills and training to fulfill the request. The law limits the copy rate to not exceed the prevailing commercial rate for making copies (rate charged by local commercial copiers like Staples). Copy charges may not apply for records transmitted electronically. The law states that records must be furnished at the lowest possible cost and in a convenient and practical form. The law limits deposits, if any, to no more than 25% of the reasonably anticipated cost for gathering and reproducing the records.**

#### **How long will it take to get a response?**

**Public bodies must respond to a written FOIA request in a timely fashion but no longer than 10 business days unless the requested record is more than 24 months old, in which case the deadline is 20 business days. If no response is received within the set limits, the request must be considered granted for nonexempt records or information.**

#### **How long will it take to get the records?**

**The law requires the public body to produce the requested records within 30 calendar days from the date it initially responds that the request will be fulfilled. When the public body requires a deposit, it must produce the records within 30 days of receiving the deposit. That deadline is 35 days for records that are more than two years old.**

### **What kinds of records are not required to be disclosed under the FOIA?**

Public bodies in the Palmetto State are able to withhold certain specific records. Exemptions are discretionary, and these exemptions must be interpreted narrowly to increase awareness of all citizens of government activities.

Exemptions include:

- ☑ Highly personal information such as Social Security numbers
- ☑ Trade secrets of public bodies and tax standards used by the Department of Revenue
- ☑ Legal correspondence violating attorney-client privilege
- ☑ Certain police records that would harm the agency's efforts in a specific case
- ☑ Contract documents until the contract is completed, including the sale of property
- ☑ Industrial development offers until the offer is accepted and announced

### **Is certain information specified as open to the public without question?**

Yes. Most importantly, any information taken from an account, voucher or contract dealing with the receipt or expenditure of public funds is specified in the law as open. Also specified as open are names of employees, staff manuals and instructions, minutes of meetings and law enforcement reports on crimes.

### **Are salaries public information?**

Yes, with certain limits. The FOIA requires release of exact salaries of public employees who make \$50,000 or more. Below that, salaries must be released in \$4,000 ranges.

### **PUBLIC MEETINGS**

The law says a public meeting is a gathering of a quorum (simple majority) of a public body, either in person or by telephone or computer, to discuss or act upon

**public business. Work sessions, ad hoc committees, retreats, and subcommittee and committee meetings are covered by the law. All meetings of public bodies are open and public notice of the meetings must be given 24 hours in advance.**

**Who can attend a public meeting?**

**The public has a right to attend and record or film meetings, work sessions and retreats of all public bodies unless closed for limited and specific reasons.**

**How do I know when a public body is meeting?**

**Before the public can attend a meeting, it has to know about it. The FOIA requires public bodies to announce the schedule of regular meetings at the first of each year, and agendas must be available at least 24 hours before the scheduled meeting. Usually notice is also published in the local newspaper and posted at the place of the meeting. For emergency meetings, meeting notices must be in writing and 24 hour notice is not required. Agendas can be amended within 24 hours with a 2/3rds vote. If a final action is added, and there is no chance for public comment, a finding of an emergency or exigent circumstance is required.**

**Where can I find meeting minutes and what should they include?**

**Public bodies must take minutes at the meeting. Minutes are considered public records. Though minutes don't have to be in a specific format, they must, at a minimum, include the date, time and location of the meeting, which members of the public body were there and which ones weren't, a summary of the discussions and a record of any votes taken. Minutes of meetings held in the previous six months must be made available to the public without a written request during the public body or agency's business hours.**

### **When can a public body close its meeting to the public?**

All public business should be performed in an open and public manner. However, there are certain exemptions in the FOIA that a public body may use to go into a closed meeting. Exemptions include:

- ❑ discussions of the hiring, firing, promotion or discipline of an employee or student
- ❑ discussion of contract negotiations, including the sale of property
- ❑ receipt of legal advice (Public bodies may receive legal advice behind closed doors when it relates to a pending claim, the position of the public body in an adversarial matter or any matter covered by attorney client privilege. Such exemptions are put in the law to provide shelter when necessary. Having an attorney present is not a carte blanche excuse for secrecy.)
- ❑ discussion of security personnel or devices
- ❑ discussions that may lead to criminal prosecution
- ❑ discussion of industrial recruitment/economic development

### **When can a public body go into a closed meeting?**

Before a public body may go into a closed meeting (also known as Executive Session), it must approve a motion in open session, stating the purpose of the closed meeting and identifying the specific exemption that covers the topic. A general reference such as "personnel matters" is not sufficient. The members of the body must vote on the motion.

### **Can a public body vote in a closed meeting?**

No votes or actions may be taken in the closed session. All votes must be made in front of the public.

### **Can I record a meeting?**

**Public meetings, except for executive sessions, may be recorded or filmed, provided you don't interfere with the meeting.**

### **MORE INFORMATION**

**If your FOIA request is denied or you get no response, or if a public meeting is closed illegally, where do you go?**

**If you feel you've been wrongfully denied a public record, if a public body doesn't respond to your request for records, or if you think the notice for a meeting or the topic of a meeting was improper, there are a few things you can do. For starters, ask to speak to a supervisor or the agency head. Show them the law. If an amicable solution cannot be reached, a lawsuit is an option.**

**Where can I go to find out more about the FOIA?**

**For a copy of the FOIA and more information, visit <http://scpress.org/foia.html>.**

***This guide is provided as a public service by the S.C. Press Association***



March 19, 2019

To: John Elliott - District 1  
Wayne McCall - District 2  
Paul Cain- District 3  
Julian Davis - District 4  
Glenn Hart - District 5  
Amanda Brock - County Administrator  
David Root - County Attorney  
Janet Hartman - Interim Director of Oconee Economic Alliance  
Katy Smith - Council Administrative Assistant

From: Tony Adams *TA*

Subject: Economic Development & Potential Youth Recreation Funding

My first concern is the current status of Economic Development in Oconee County.

I can certainly understand the need for the new Tri-County Tech campus and School District Career Center being near the center of our County and since additional land is available at this site it is reasonable to recruit other tenants at this location.

What I do have a problem with is what appears to be the almost complete abandonment of the Golden Corner Commerce Park in southern Oconee. The County has invested \$10,000,000+ in this park since 2005 without one cent of return as far as I can tell.

Funds were budgeted for a spec building at this park several years ago, so far, no building, and I have to ask if the funds for this spec building are in danger of being diverted to a project like the new business incubator that is being discussed at the present. Worst case would be if the funds budgeted for this spec building have already been spent on other items.

I believe \$300,000 in "C" Funds were designated for work on the entrance to the Golden Corner Commerce Park. Some work was done on this entrance, but I would like to know what the status of this project is, and what portion of the "C" tax money has been spent, and for what.

I would like to know the current marketing efforts to attract a good tenant company(s) to this park, and what marketing efforts have been completed in the past. I will limit the time frame of

these marketing efforts to the time period from when Michelin bowed out on a new distribution center up to the present. If there are no marketing efforts being conducted for this site I would like to know why. From the comments I have heard the community is not interesting in tying up all 300 acres in this site for a rumored solar farm simply because there would not be adequate economic return to the County from a solar farm.

I believe it is reasonable to expect to receive answers to my questions before, or at, the next Council meeting.

Second, I want to know if Julian Davis intends to try and put funds in the upcoming budget for the County to provide more funding for youth recreation in Oconee, and if so, does Mr. Davis intend to make any additional rec funds available to Fair-Oak Youth Center on a per capita basis equal to the other rec departments in Oconee. Hopefully Mr. Davis can answer this question tonight.

Thanks for your time.



Mike McNulty  
Chair

OCONEE COUNTY BOARD OF DISABILITIES  
AND SPECIAL NEEDS  
TRIBBLE CENTER

Renee Woodall  
Vice Chair

Jerry C. Mize  
Executive Director

March 13, 2019

The Honorable John Elliott  
Member, District 1, Oconee  
12 Crest Drive  
Salem, SC 29676

Dear Council Member Elliott,

As Executive Director of the Tribble Center, I am extremely concerned about the impact that will occur on South Cove Road if the developer is allowed to use the road during construction of the 235 patio homes with the access point just beyond the Tribble Center. As you know, South Cove Road is a one-way in and one-way out for those that live, work and enjoy South Cove Park. In my opinion, allowing the developer to use South Cove Road during the construction process will not only add to the heavy traffic but the amount of damage to the road will certainly happen.

My other concern is with the safety of the Tribble Center clients and staff that work here and those clients that reside on and around South Cove Road. Everyday, vans and other Tribble Center vehicles enter and exit the road coming to the work activity center, going to other work sites in the community, places for activities and going home. Adding to the already heavy traffic, especially during spring, summer and fall seasons, will pose additional safety concerns and hazards. It is incumbent upon us all that we keep the most vulnerable citizens safe.

I have worked at the Tribble Center since the mid 1980's and along with the staff, and the Board of Directors, we have seen and been a part of the growth and beautification of the area surrounding South Cove Road. We certainly want it to remain that way and be a safe place to work, play and live.

Sincerely,

Jerry C. Mize  
Executive Director



Oconee County

# Hwy 123 Corridor Study



“Leading innovation is not about getting people to follow you into the future, it is about getting people to co-create it with you.”

— *Linda A. Hill, Harvard Business School*

# ABOUT THE DESIGN TEAM

North America's **leading multimodal transportation firm** that specializes in the planning, design, and implementation of multimodal and sustainable transportation solutions

- **At the forefront and leading innovation of the sustainable transportation movement**
- **Expertise with specific experience in pilot projects, bike share, placemaking, transit and mobility hubs**
- **More than 200 staff in offices across North America, including Atlanta and Charlotte**



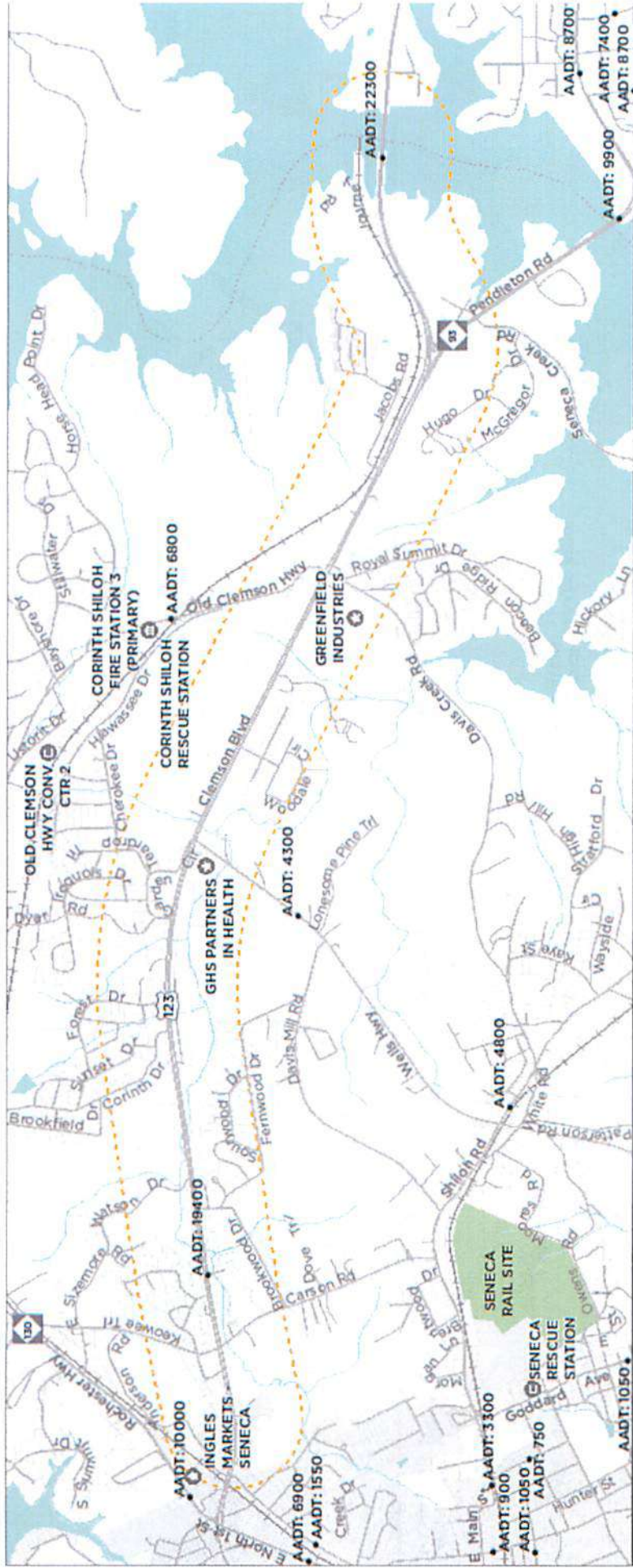
# THE CORRIDOR

Opportunities along Hwy 123



HWY 123

# The Study Corridor



Study Corridor - Quarter Mile Buffer Government Facilities Top 20 Employers



HWY 123 CORRIDOR STUDY





HWY 123

# OPPORTUNITIES

Growth area for the County: several parcels currently under development

Point of entry/exit for Oconee County

Utility Easement

Wide right-of-way

Access to healthy food options

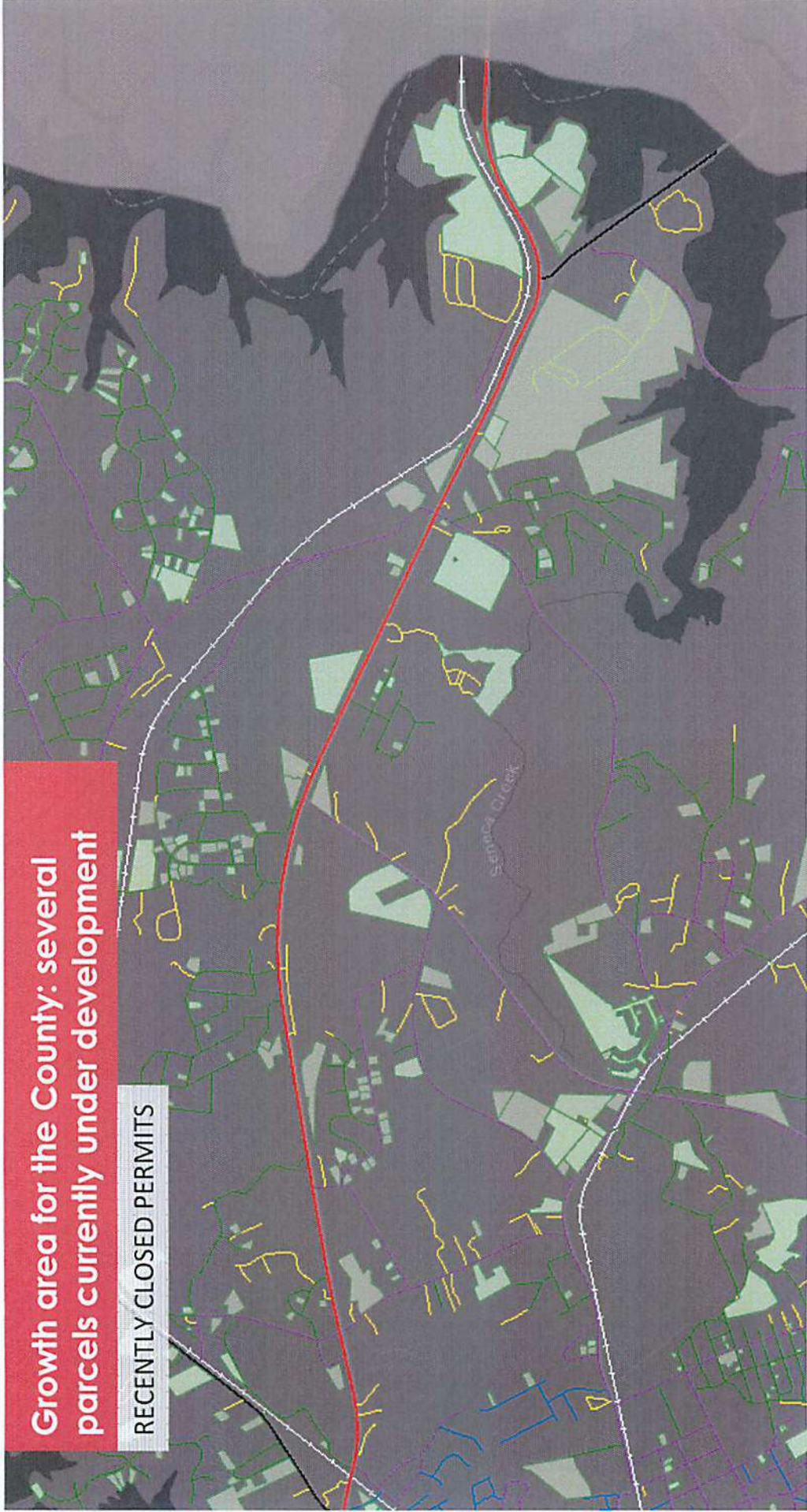


HWY 123

# OPPORTUNITIES

Growth area for the County: several parcels currently under development

RECENTLY CLOSED PERMITS



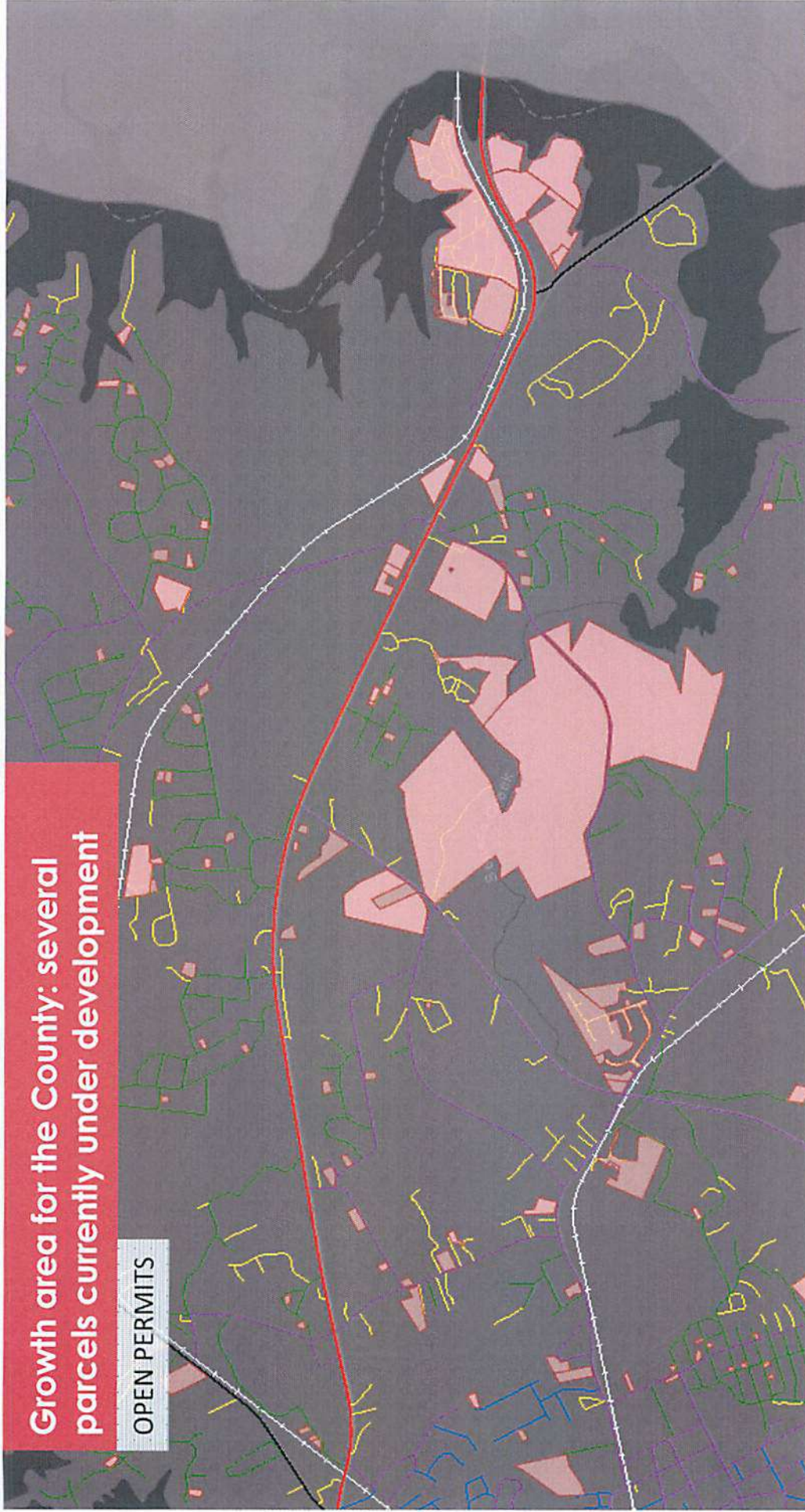
HWY 123

# OPPORTUNITIES



Growth area for the County: several parcels currently under development

OPEN PERMITS



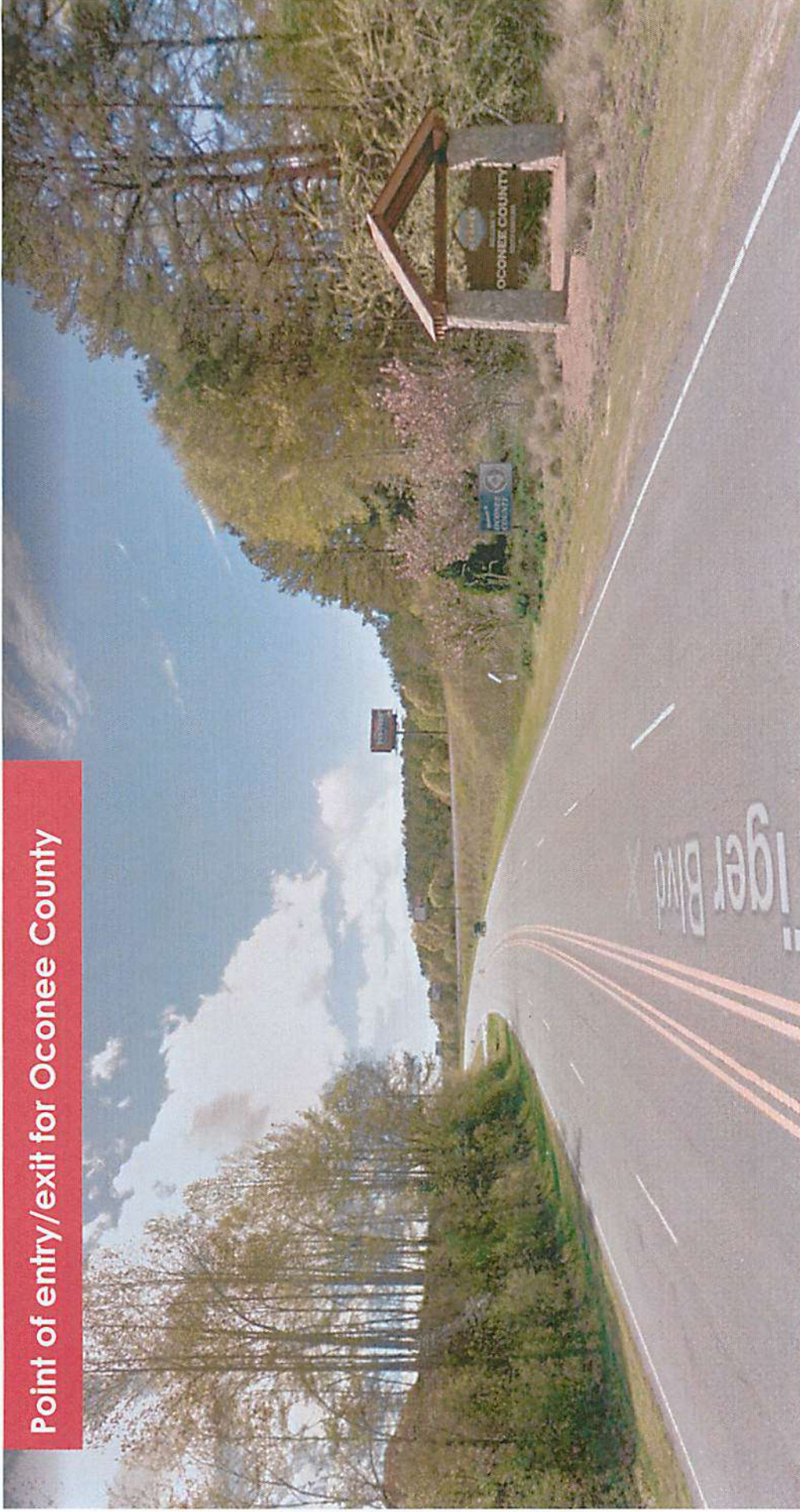
HWY 123 CORRIDOR STUDY

HWY 123

# OPPORTUNITIES



Point of entry/exit for Oconee County

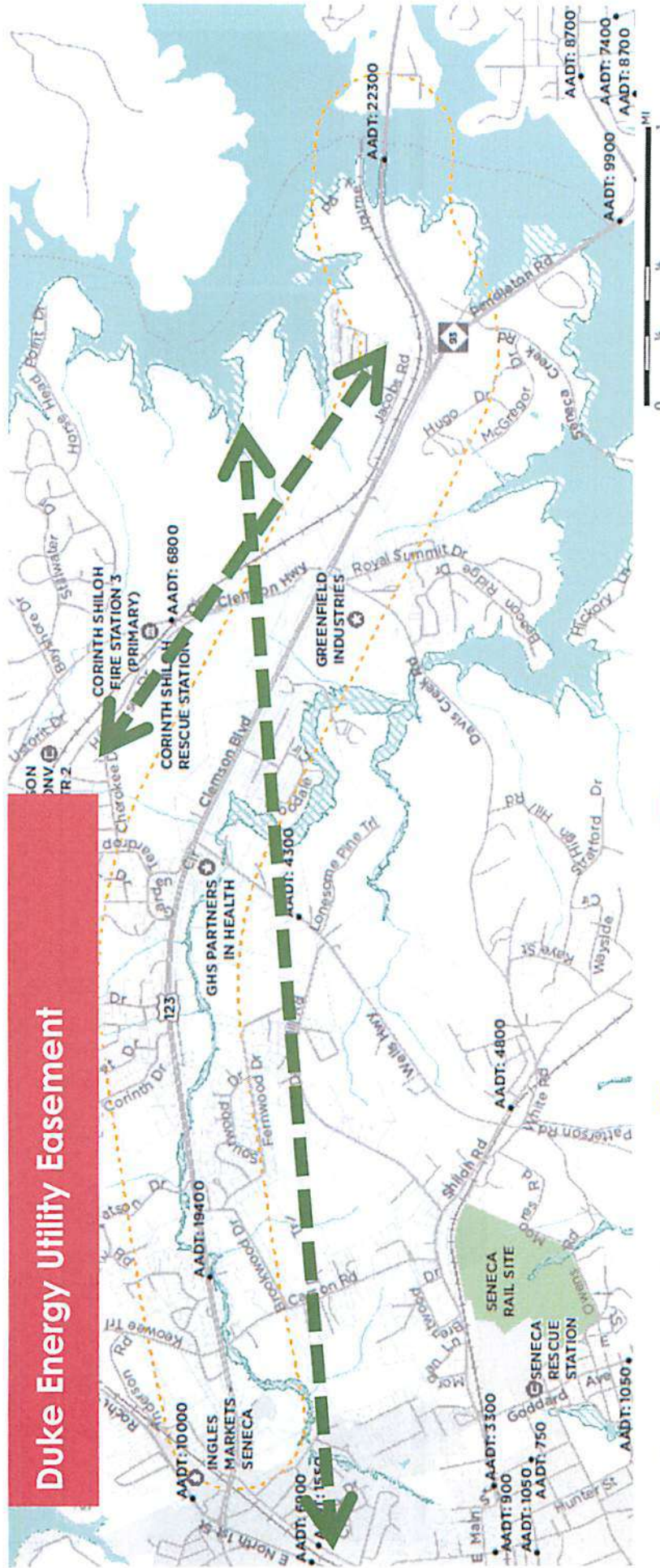


HWY 123 CORRIDOR STUDY

HWY 123

# OPPORTUNITIES

Duke Energy Utility Easement



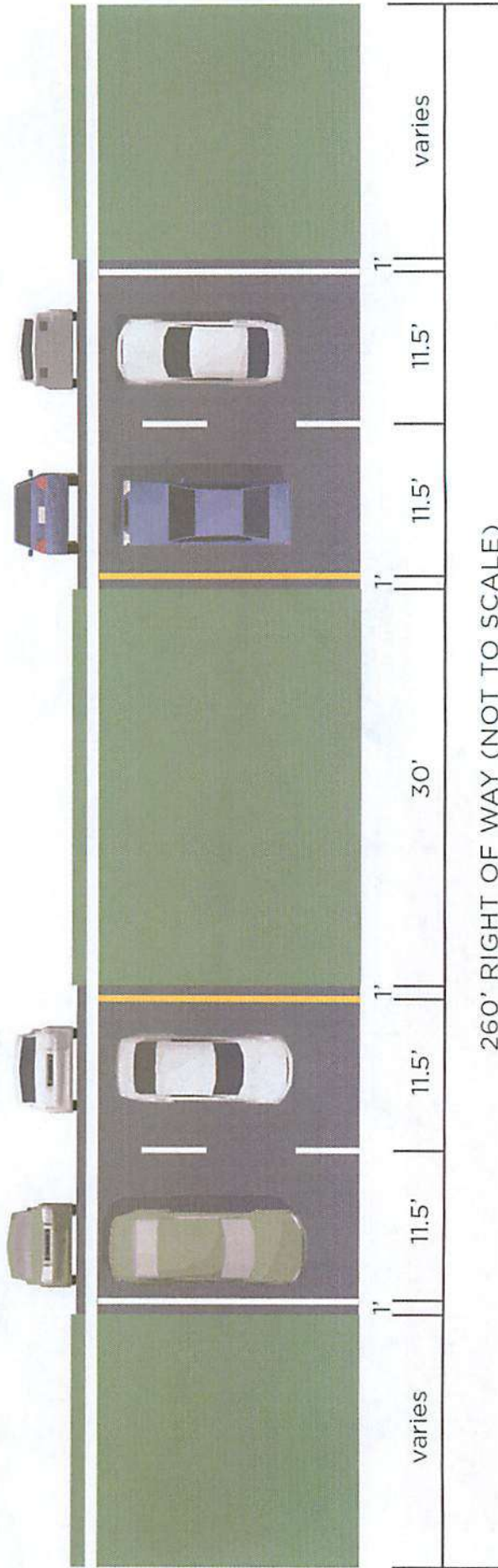
Government Facilities Top 20 Employers Study Corridor - Quarter Mile Buffer 1% Annual Chance Floodzone



HWY 123

# OPPORTUNITIES

Wide right-of-way (~260')



260' RIGHT OF WAY (NOT TO SCALE)

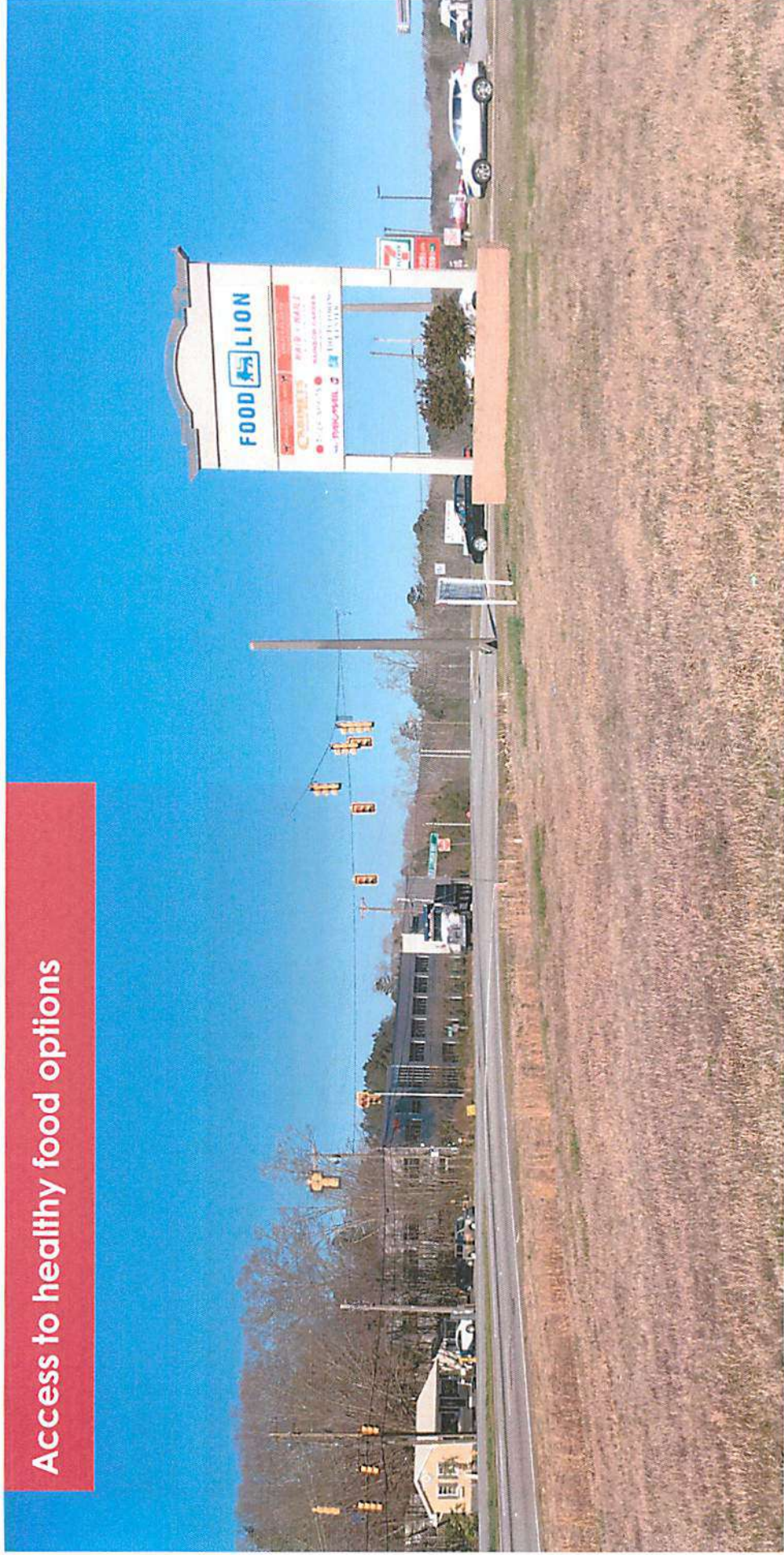


HWY 123

# OPPORTUNITIES

Access to healthy food options

**alta**  
PLANNING + DESIGN



HWY 123 CORRIDOR STUDY



# CONSTRAINTS

Lack of travel options other than car

Safety

Environmentally sensitive areas /  
Topography

Game day traffic volumes

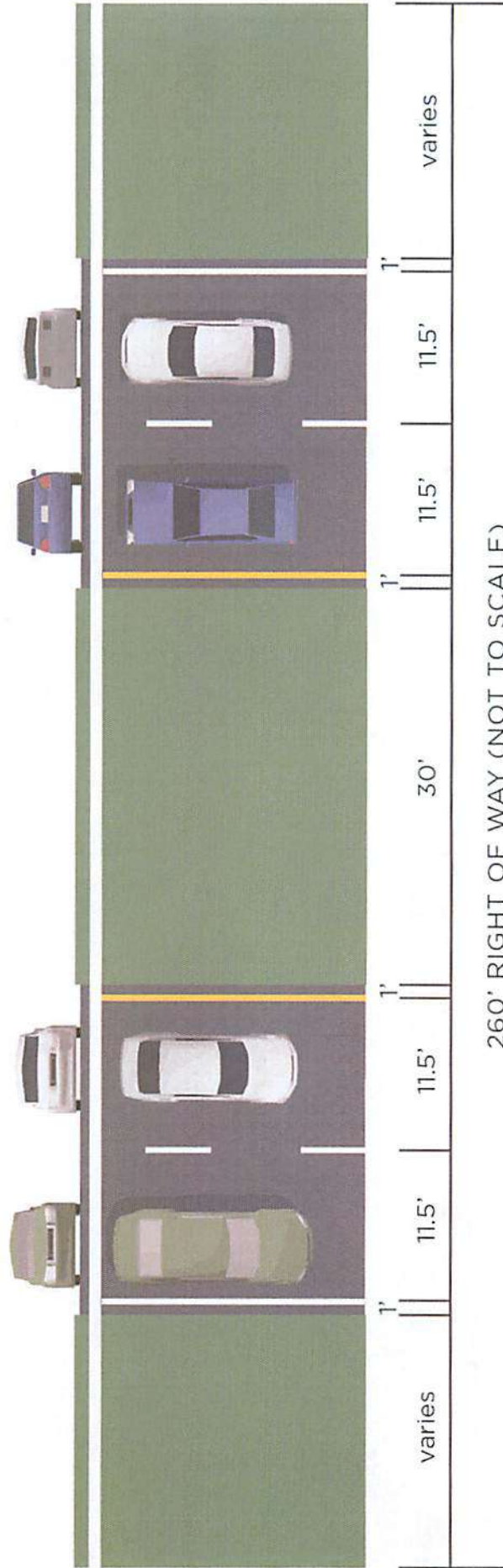
Parallel railroad



HWY 123

# CONSTRAINTS

Lack of travel options other than car



260' RIGHT OF WAY (NOT TO SCALE)

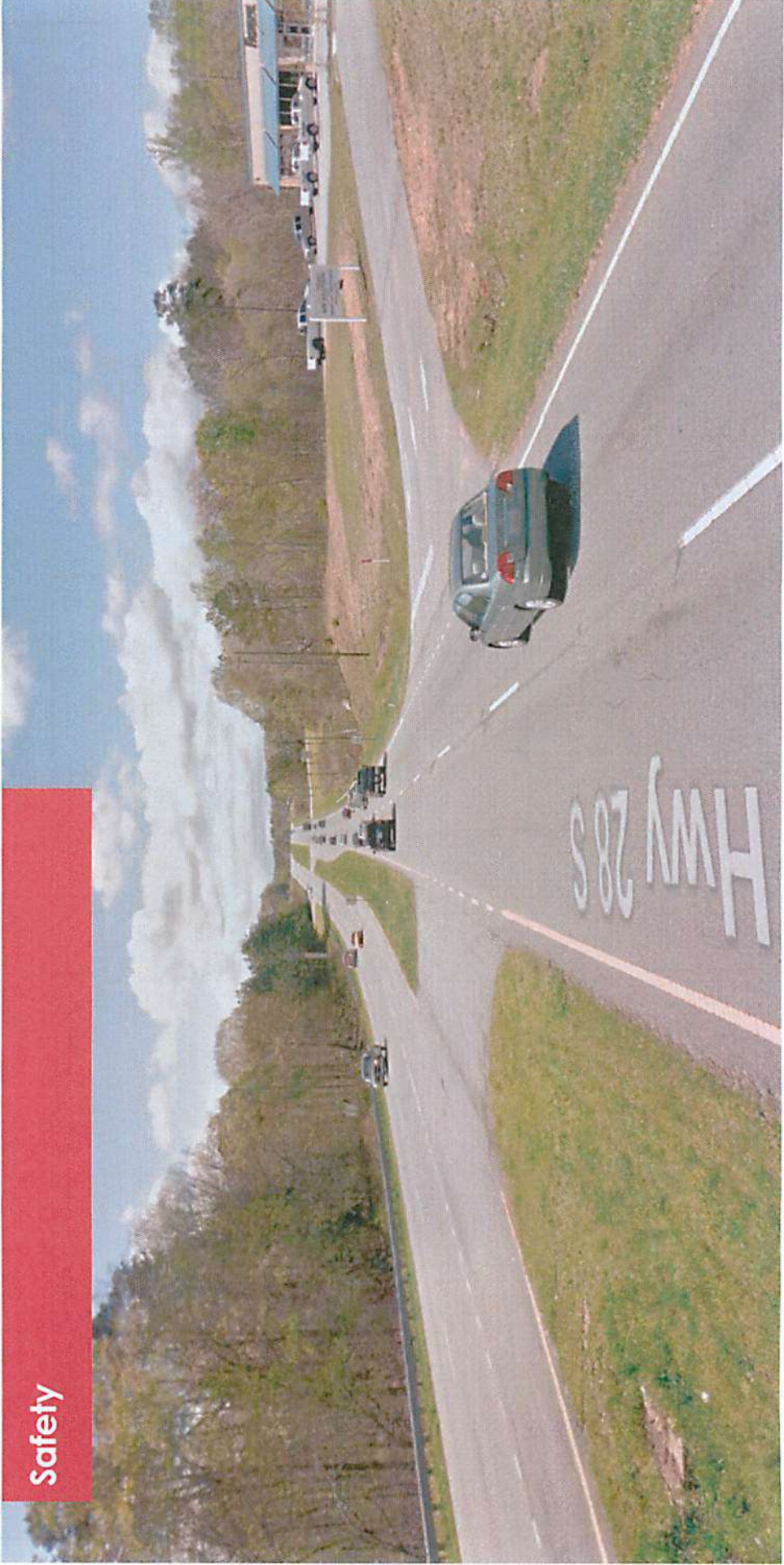


HWY 123

# CONSTRAINTS



## Safety



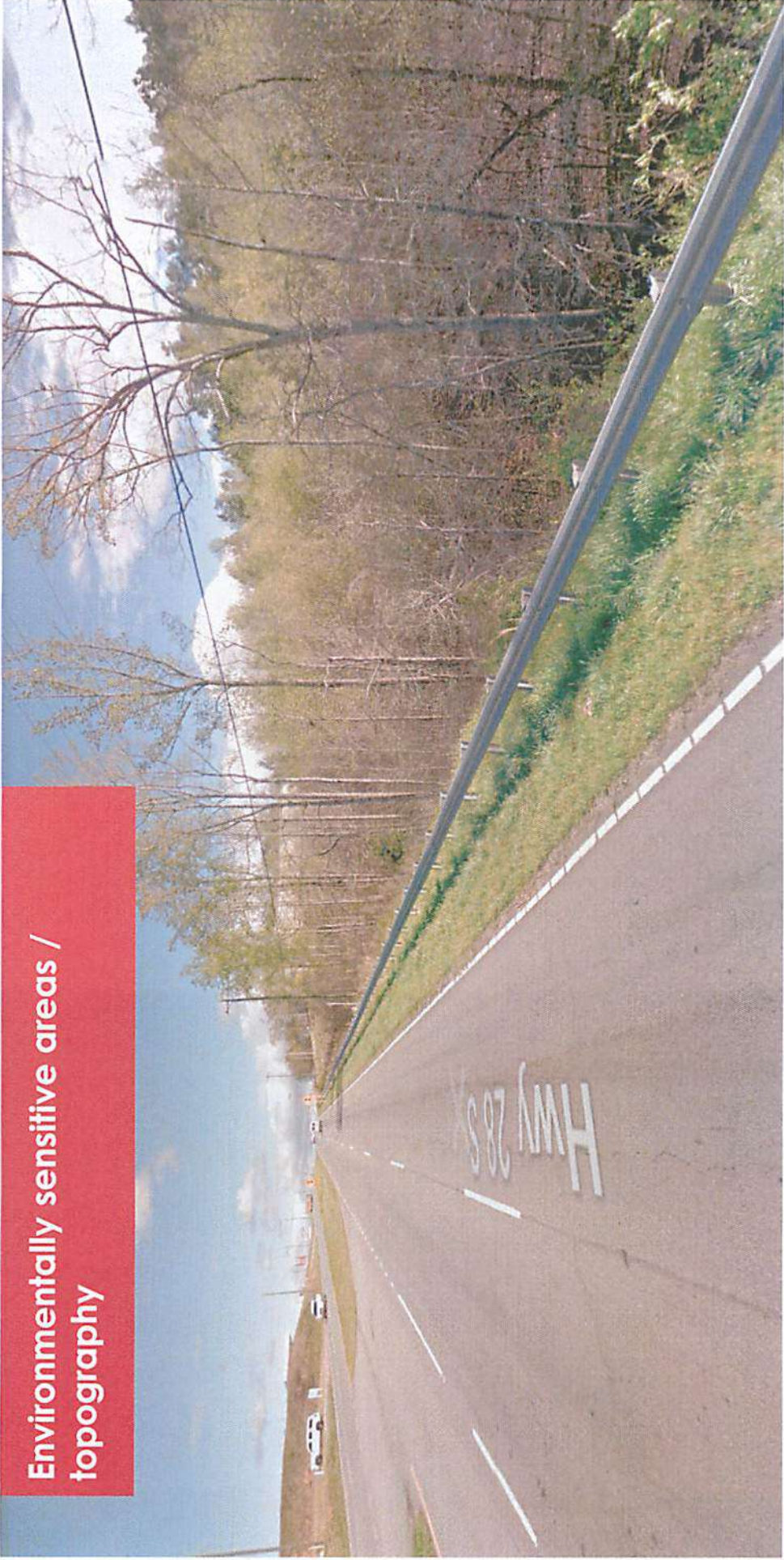
HWY 123 CORRIDOR STUDY

HWY 123

# CONSTRAINTS



Environmentally sensitive areas /  
topography



HWY 123

# CONSTRAINTS

Clemson game  
day traffic

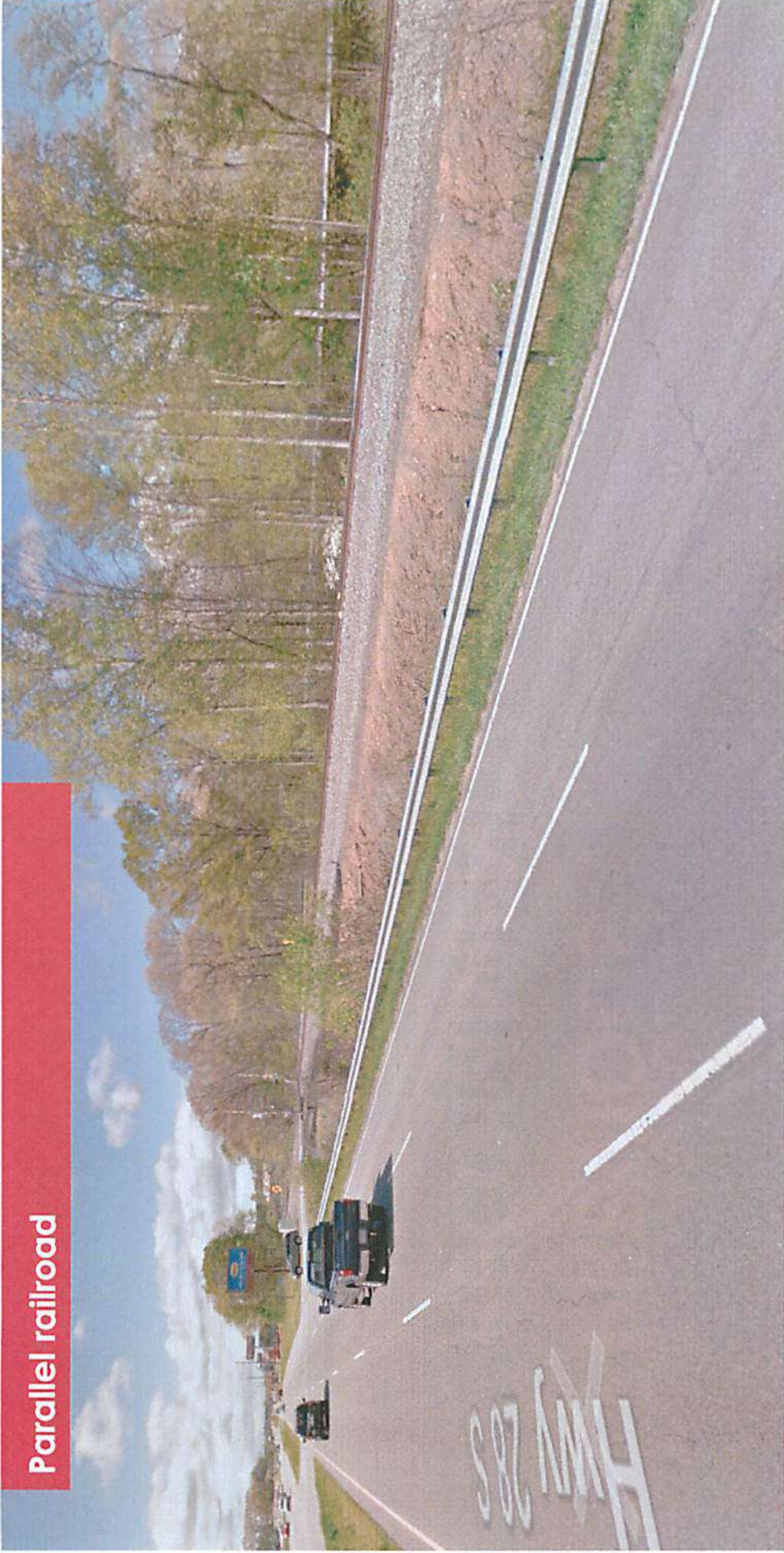


HWY 123

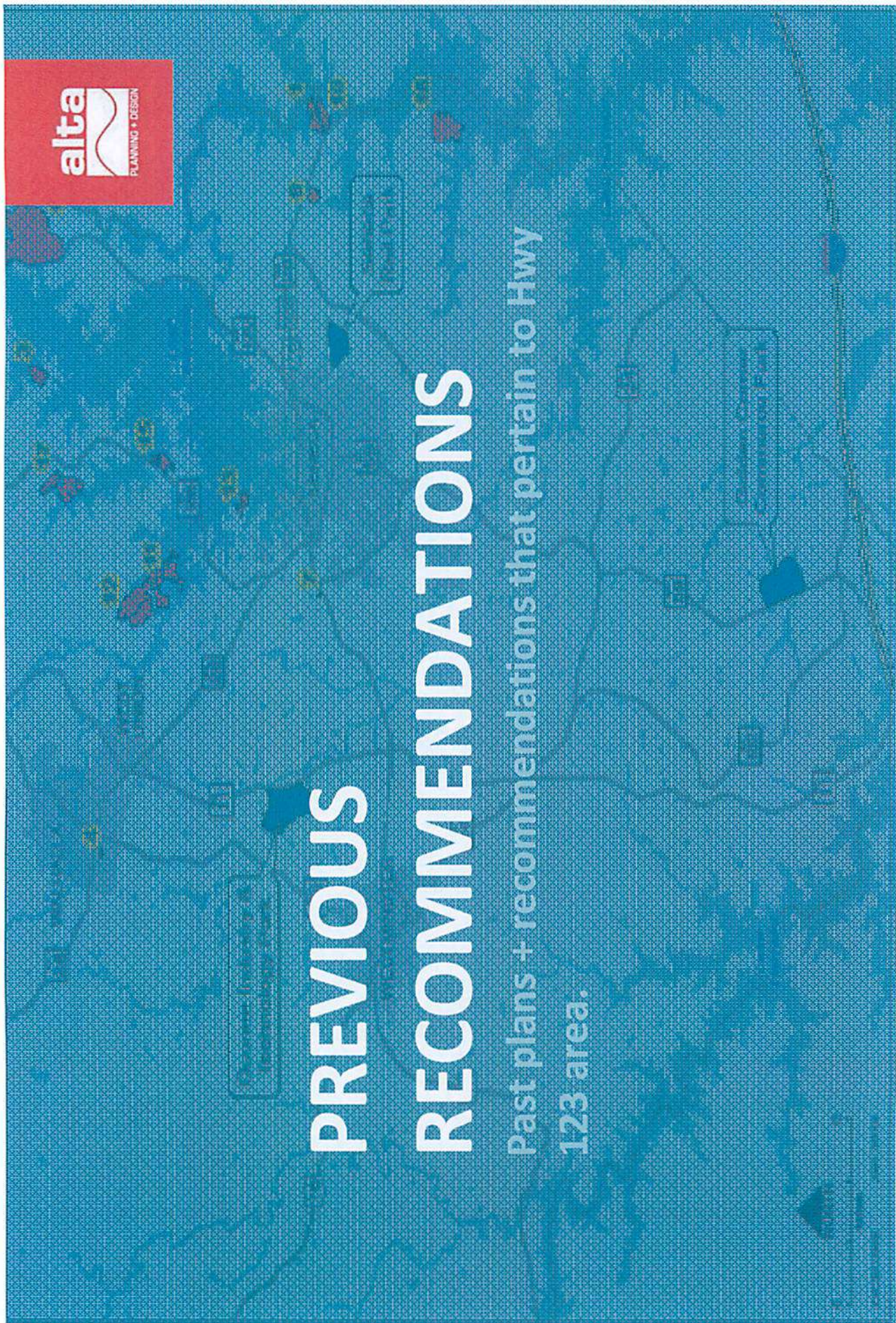
# CONSTRAINTS



Parallel railroad



HWY 123 CORRIDOR STUDY

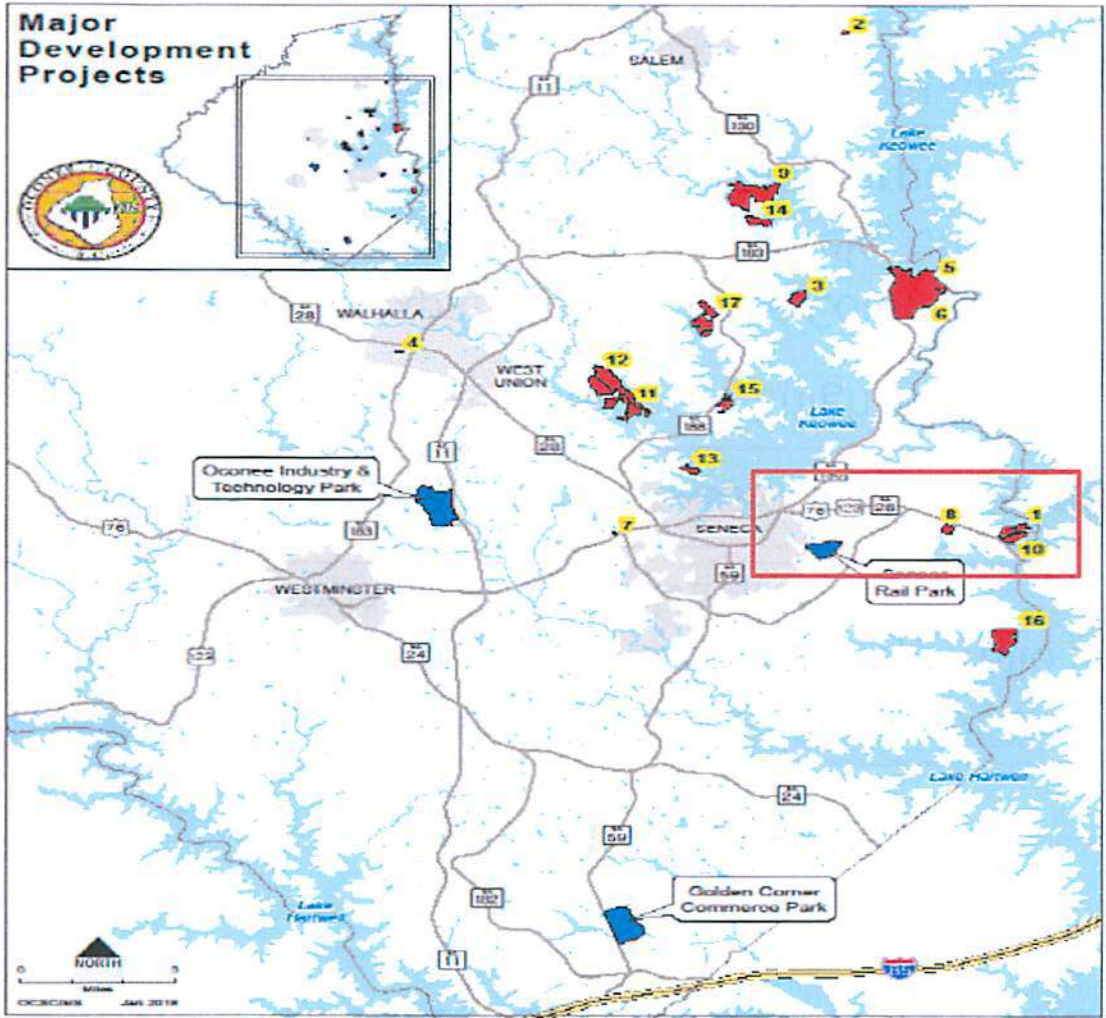


# PREVIOUS RECOMMENDATIONS

Past plans + recommendations that pertain to Hwy  
123 area.



# Oconee County Comprehensive Plan (2010)







# Oconee County Comprehensive Plan (2010)

## Transportation Objectives for the Future

1. Work to upgrade road system in a manner that provides safe and efficient routes throughout the county, while limiting the negative impacts on sensitive areas.
2. Support the expansion of mass transit in Oconee County.
3. Encourage the establishment of high-speed rail in the region.
4. Upgrade and expand the Oconee County Airport in a manner that not only serves existing clientele, but will establish the facility as one of the premier small airports in the nation.
5. Encourage the expansion of bicycle and pedestrian routes in areas appropriate



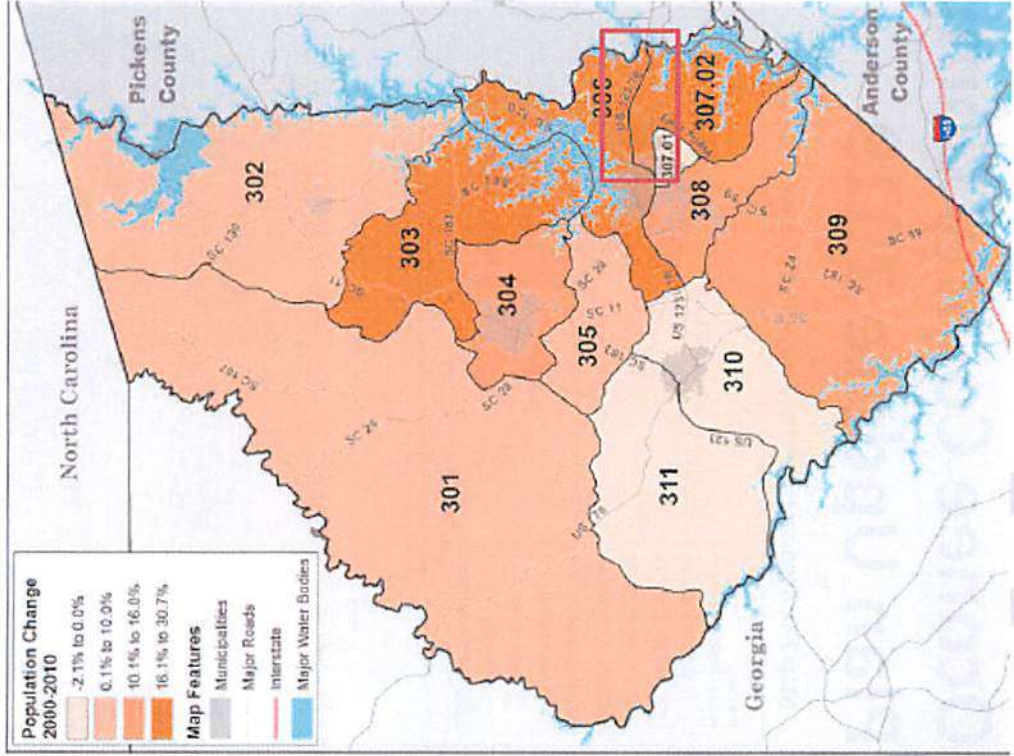


HWY 123 Corridor Study

# Oconee County Comprehensive Plan Update 2019



Map 2-2. Population Change by Census Tract 2000 to 2010\*

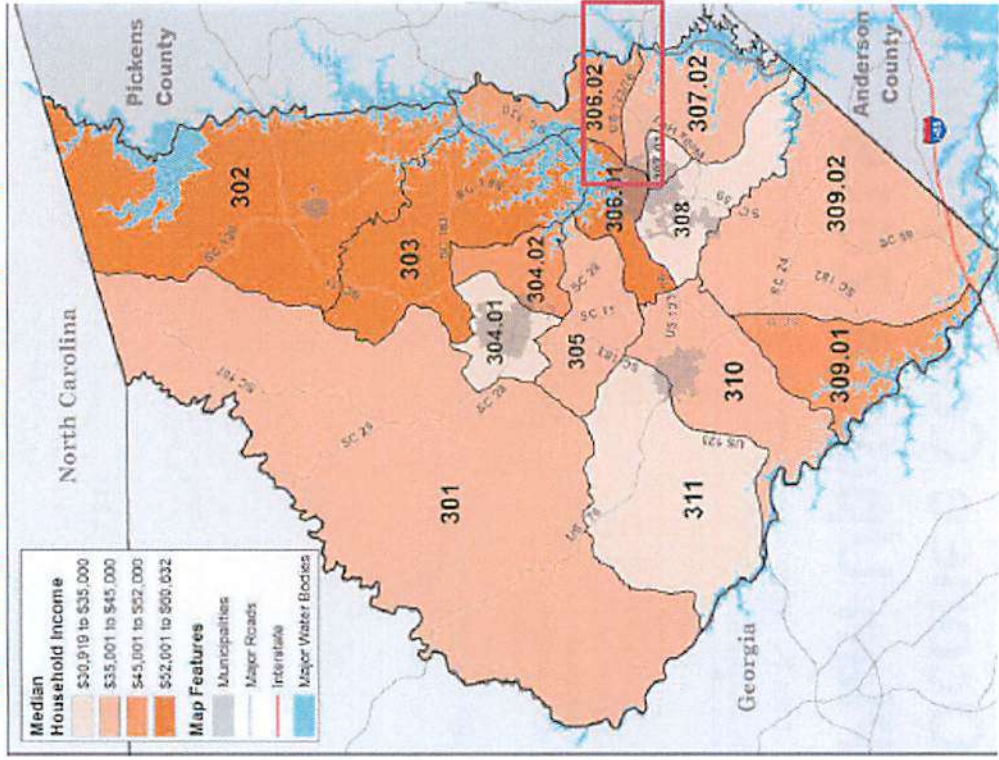


HWY 123 CORRIDOR STUDY

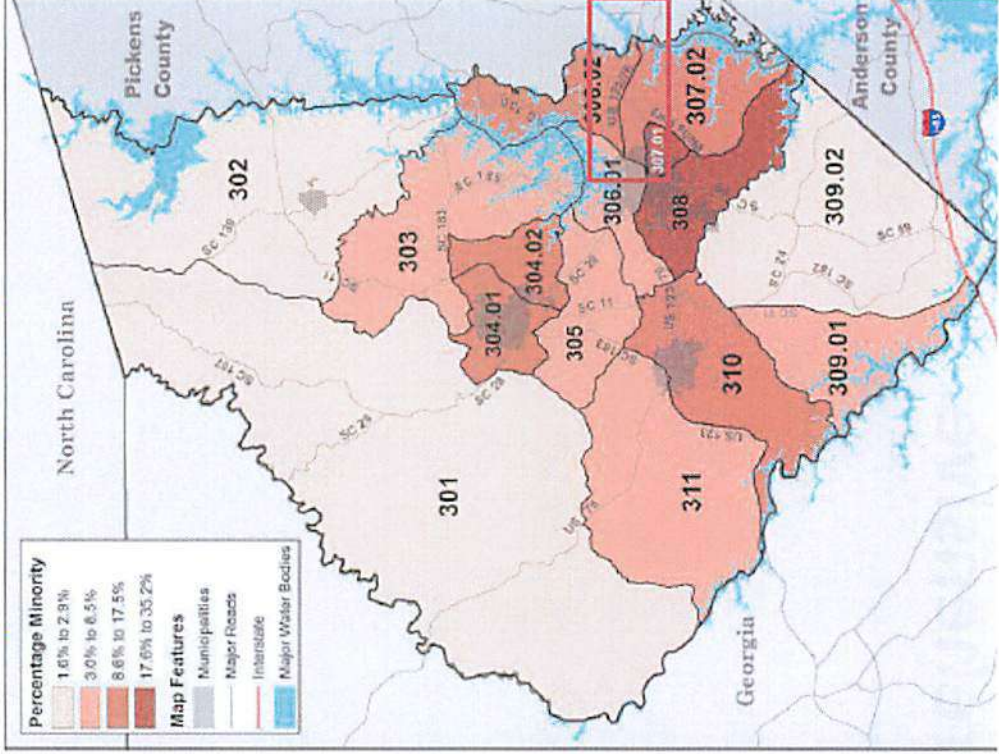
# Oconee County Comprehensive Plan Update 2019



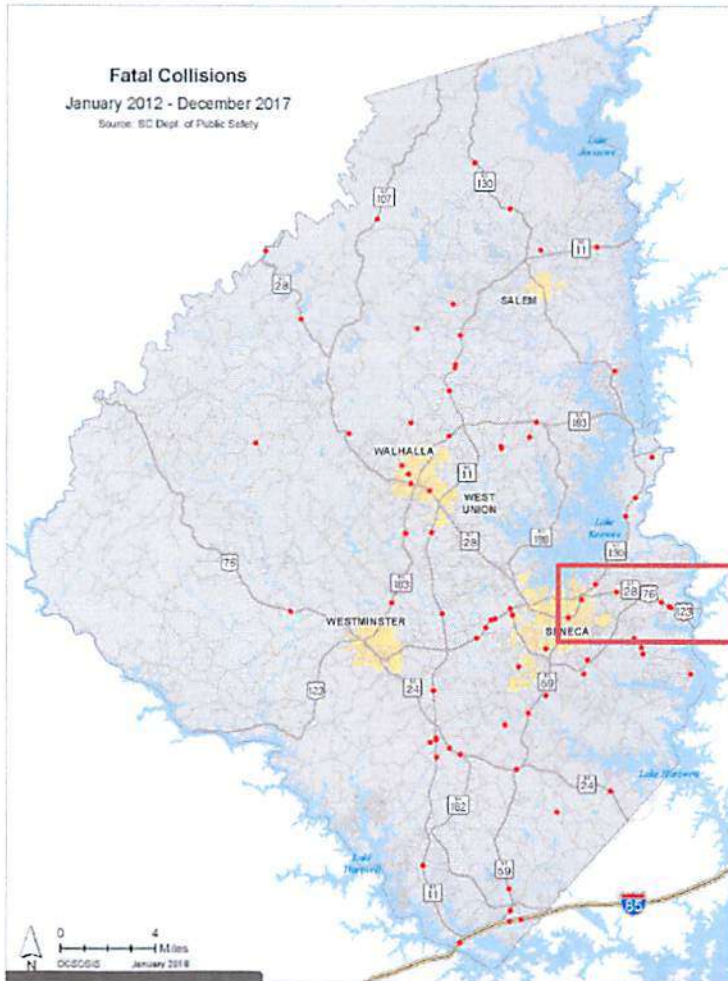
Map 2-6. Median Household Income by Census Tract, 2016



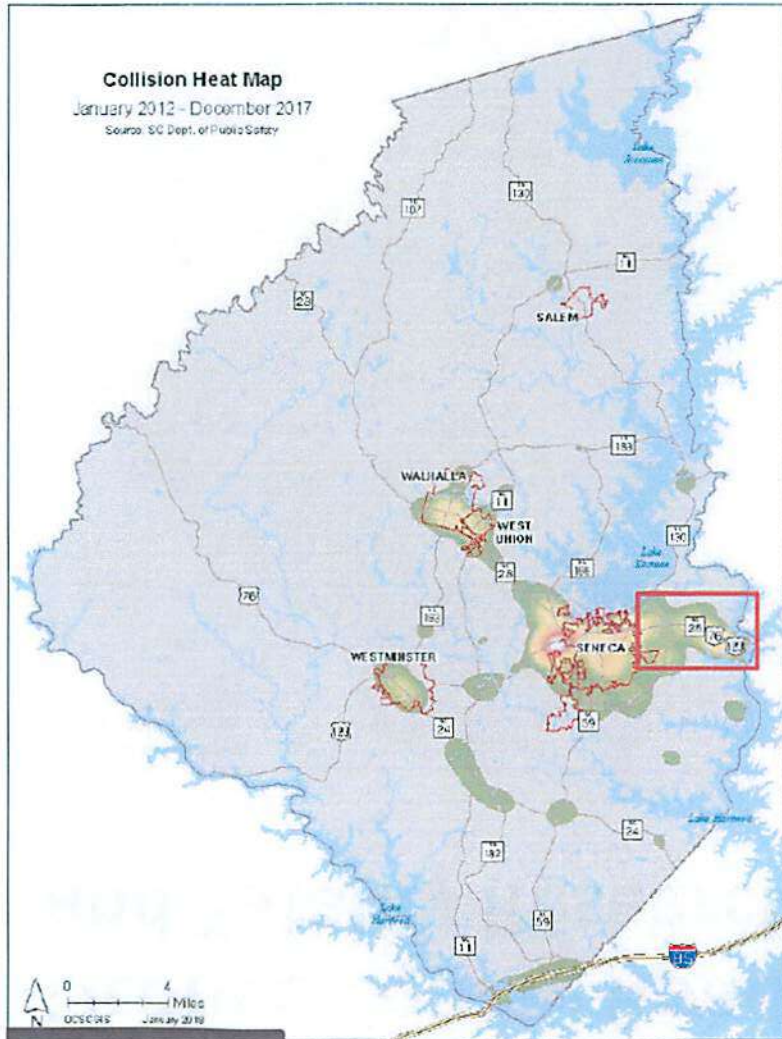
Map 2-5. Minority Population by Census Tract, 2016



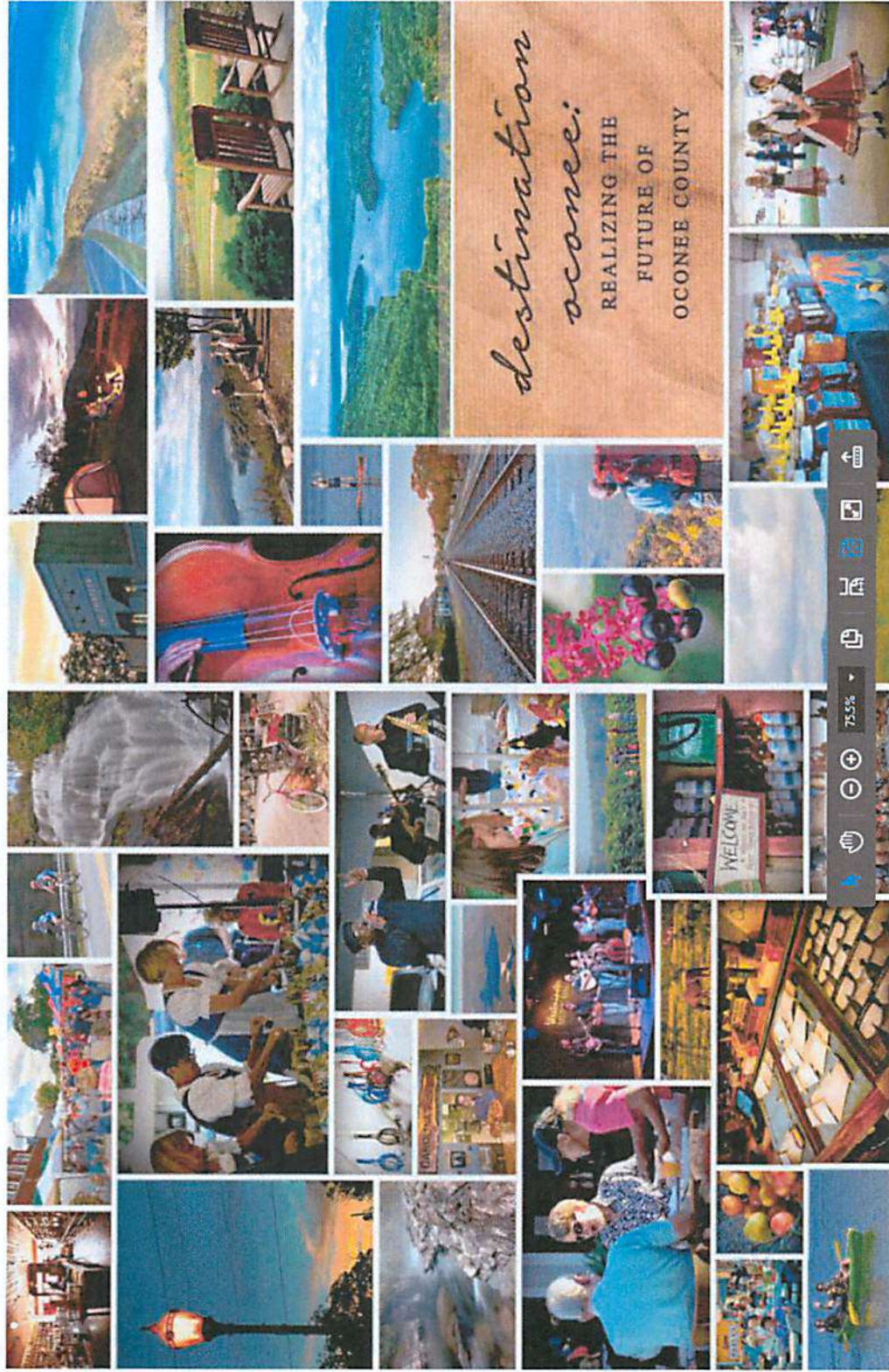
# Oconee County Roadway Collision and Fatality Research (2018)



# Oconee County Roadway Collision and Fatality Research (2018)



# Destination Oconee



# THE DESIGN PROCESS

Collaborative planning + design for connectivity solutions.



DESIGN PROCESS

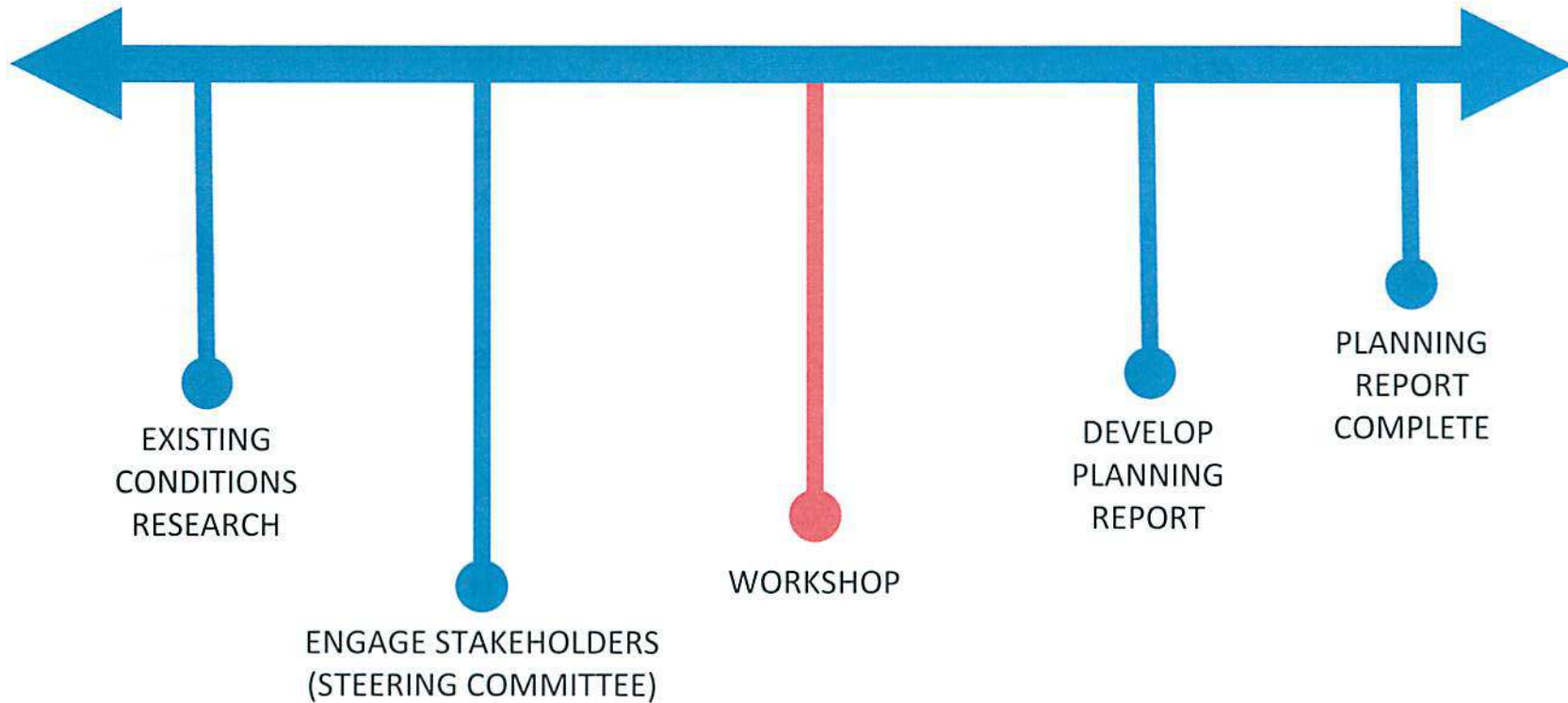
# SCHEDULE



FEBRUARY 2019

MARCH 2019

APRIL 2019





# THE WORKSHOP



MARCH  
**18**

**Planning Commission Presentation**  
6:00 pm  
County Council Chambers

MARCH  
**19**

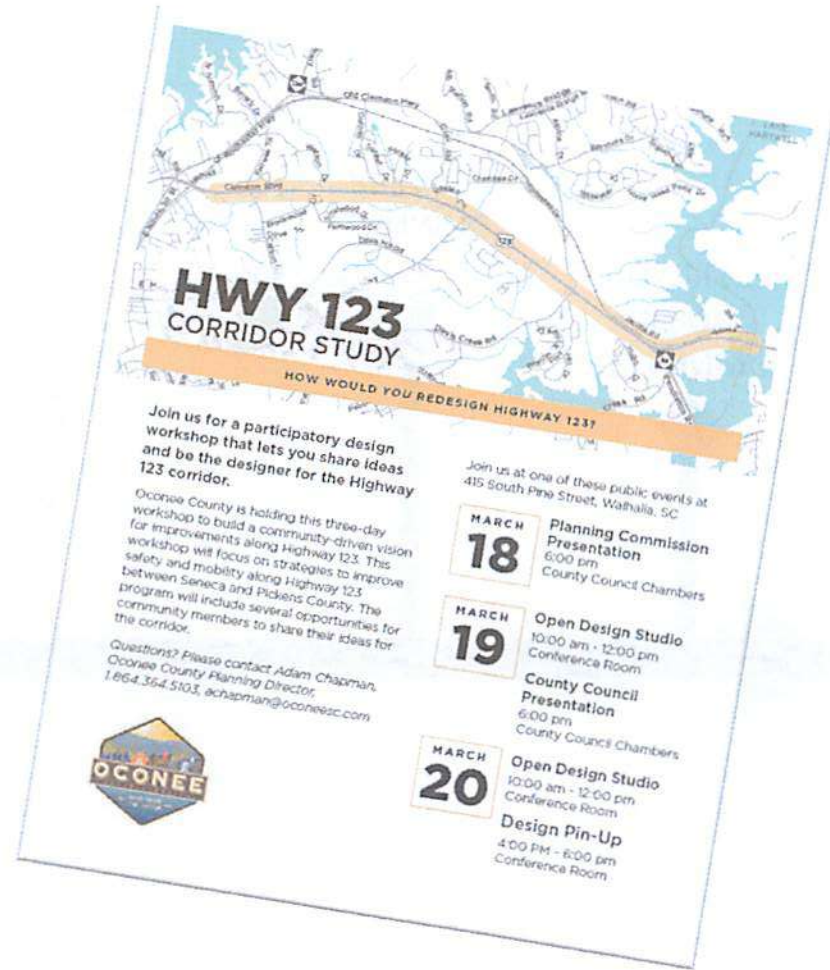
**Open Design Studio**  
10:00 am - 12:00 pm  
Conference Room

**County Council Presentation**  
6:00 pm  
County Council Chambers

MARCH  
**20**

**Open Design Studio**  
10:00 am - 12:00 pm  
Conference Room

**Design Pin-Up**  
4:00 PM - 6:00 pm  
Conference Room





DESIGN PROCESS

# THE WORKSHOP



# ENHANCING THE VISION

Align current planning efforts, technical assistance,  
and community priorities to identify an  
implementation focused, connectivity strategy

# Who We Heard From...



## Steering Committee:

Oconee County Staff

County Councilmembers

Planning Commissioners

South Carolina Department of Transportation

CATbus

Oconee County Economic Alliance

City of Clemson

**Members of the public**, including residents and business owners who live and work on Hwy 123





# What We Heard. . .

## From Steering Committee:

- Easy access between Seneca and Clemson
- Safety is a priority
- Too many curb cuts/driveways
- Decelerating / stopped vehicles in the right lane cause safety concerns
- More multimodal options: potential for walking/biking infrastructure; formalize bus stops
- Big ideas! Traffic circles, elevated crossings, express/local/HOV lanes, transit lanes in the median





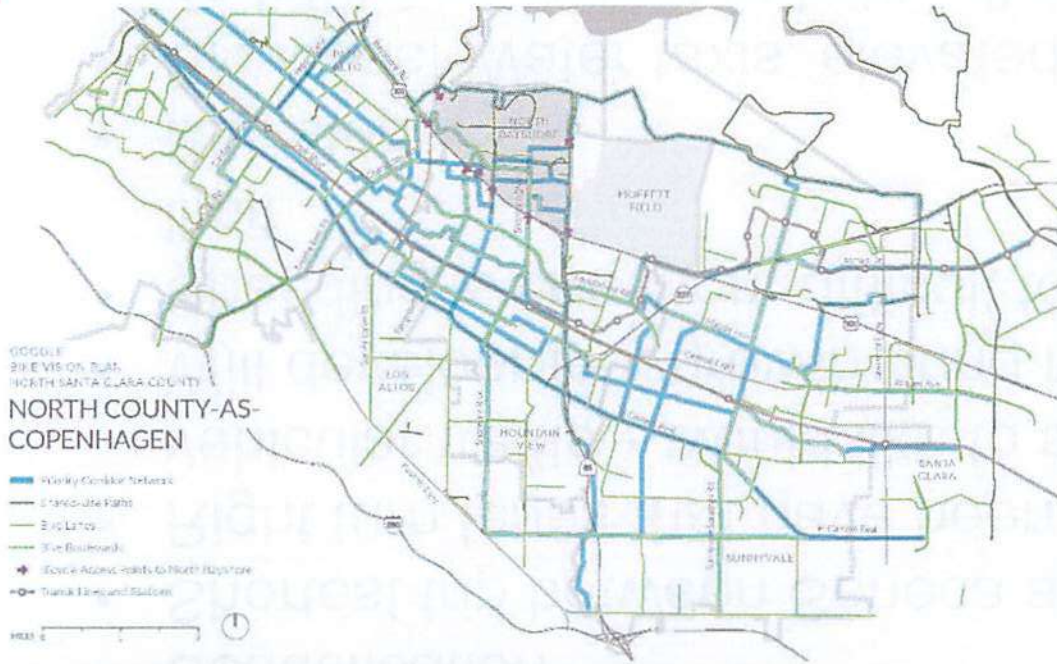
# What We Heard. . .

## From Planning Commission and Public:

- Beautification
- Shortest trip between Seneca and Clemson
- Right turn lanes that have been put in help vehicular traffic – would like to see more
- Will development/growth bring increased traffic?
- Speeding is common, difficult to enforce speed limit
- Bus stops
- Big ideas! Water taxis, elevated crossings, bypass, no left turns except at lights, flying cars



# DESIGN FOR Safety



HWY 123 CORRIDOR STUDY



DESIGN FOR

# ECONOMIC DEVELOPMENT



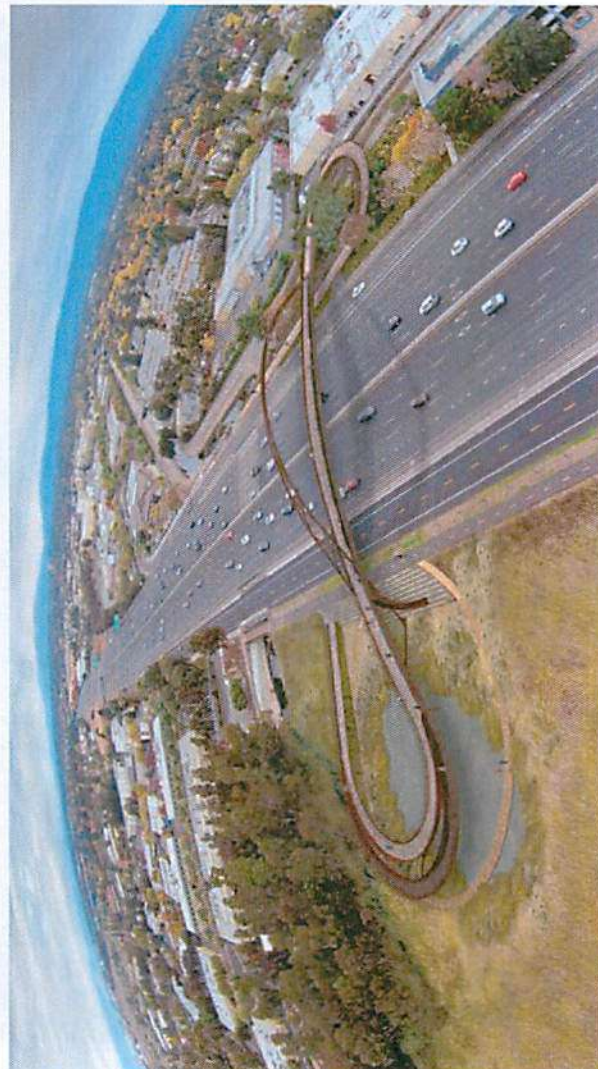
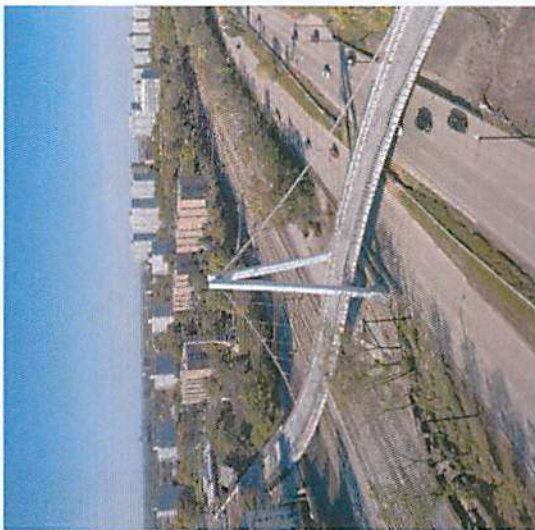
HWY 123 CORRIDOR STUDY





DESIGN FOR

# ICONIC STRUCTURES



HWY 123 Corridor Study

# OUTCOMES

THRIVING DEVELOPMENT OPPORTUNITIES

VIBRANT + DIVERSE PUBLIC SPACES

MULTI-MODAL OPTIONS FOR TRANSPORTATION

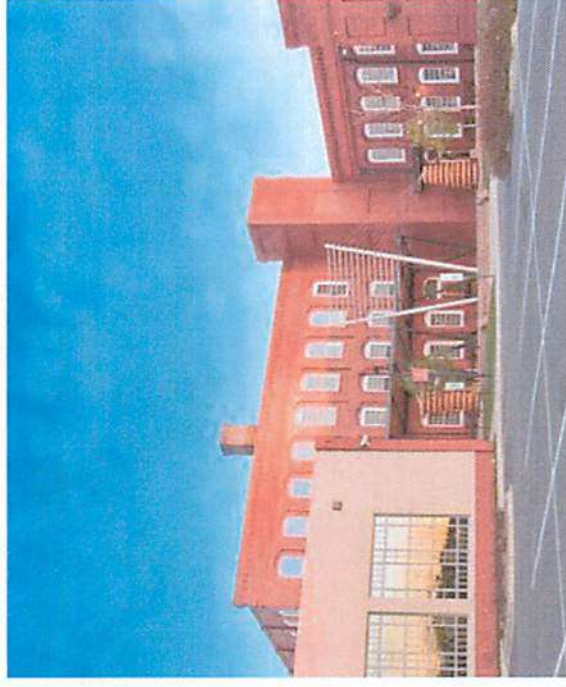
ENHANCED BRAND OF WINTHROP, HWY 123  
Corridor Study, AND DOWNTOWN

STRIKING ICONIC STATEMENT INTO DOWNTOWN  
ROCK HILL AND HWY 123 Corridor Study

OPPORTUNITIES TO PROMOTE INNOVATION



**ROCKHILL**  
SC | ECONOMIC DEVELOPMENT



**alta**  
PLANNING + DESIGN



# MAP EXERCISE

Tell us what you think about Hwy 123





# SWOT Analysis

*What are the strengths of the corridor? (10 min)*

*What are the elements along the corridor that work well today?*

*What are the weaknesses of the corridor? (10 min)*

*What is not working well today?*





# SWOT Analysis

***What are the specific opportunities along the corridor? (10 min)***

*Where are there assets that the county can capitalize on to improve the corridor?*

***What are the specific threats along the corridor? (10 min)***

Where are there emerging challenges that could cause negative change?



# What's your big idea for Hwy 123?

*If the county had limitless resources, what **one thing** would you do with Hwy 123? (10 min)*



# CONCEPT DEVELOPMENT

Current design recommendations for connectivity  
in along HWY 123





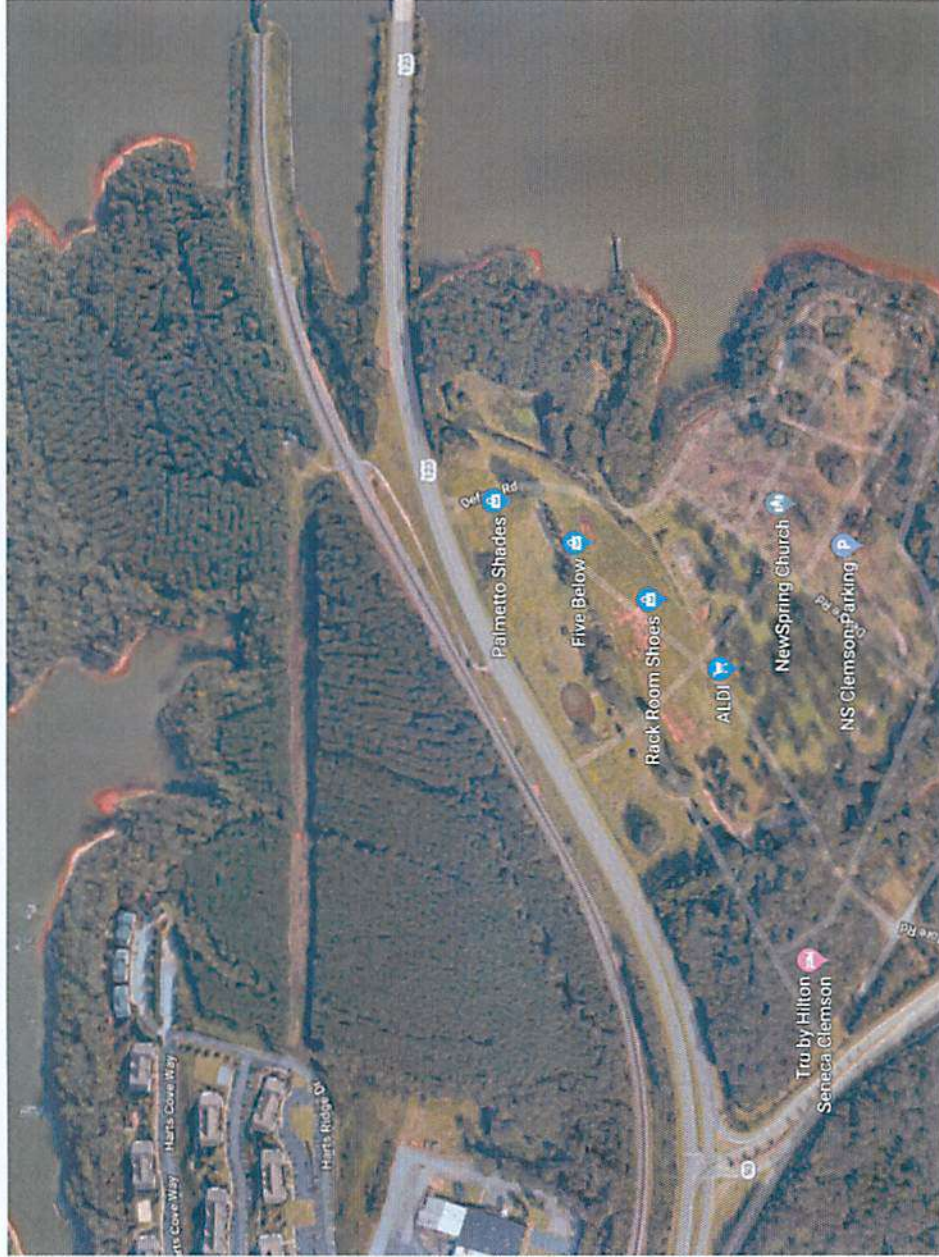
# Walkable Nodes







# Walkable Nodes



Map data © OpenStreetMap contributors, Imagery © Mapbox

